

DOCKET NO. 174

| NUMBER | TERM | YEAR |
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|     |           |      |
|-----|-----------|------|
| 116 | September | 1961 |
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Pennsylvania Electric Company,

a corporation

VERSUS

Hepburnia Coal Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PENNSYLVANIA ELECTRIC COMPANY,  
a corporation,  
Plaintiff

vs.

HEPBURNIA COAL COMPANY,  
Defendant

:  
: No. 116  
: Sept. Term, 1961  
:  
: IN TRESPASS  
:  
:

COMPLAINT

Pennsylvania Electric Company, the plaintiff, brings this action against Hepburnia Coal Company, the defendant, and states the following facts:

1. Pennsylvania Electric Company, called "Penelec" in this complaint, is a Pennsylvania corporation, and has an office on Third Street in Clearfield, Pennsylvania.

2. Hepburnia Coal Company, called "Hepburnia" in this complaint, is a fictitious name for Don M. Spencer who has an office in Grampian, Pennsylvania.

3. On February 3, 1959, Hepburnia was strip mining coal, with bulldozers, shovels and heavy machinery, on the property of Clarence A. Keiser, Jr. in Penn Township, Clearfield County, Pennsylvania.

4. On February 3, 1959, Penelec owned and occupied a power line right of way forty feet wide passing through the property of Clarence A. Keiser, Jr. on which Hepburnia was strip mining.

5. Penelec was occupying the said right of way at that time with a line of poles running approximately east and west through the Keiser property. From the cross arm on these poles three wires, making up a 23,000 volt line, were hung; below these wires there was a second cross arm from which two wires, making up a 4,000 volt line, were hung.

6. On February 3, 1959, the employees of Hepburnia were strip mining and loading out coal from the open cut on the Keiser property at a point where the open cut passed under and across the Penelec right of way and power line; and the said employees of Hepburnia were present upon the said right of way in person and with their strip mining machinery without the consent of Penelec.

7. On February 3, 1959, the employees of Hepburnia with their bulldozers and strip mining machinery pushed a large tree into the said right of way and against the wires of the power lines, causing the power lines to touch each other.

8. As a result of this contact between the 23,000 volt line and the 4,000 volt line the said lines became tremendously overloaded and overcharged with electricity, and the said power lines and the equipment used in connection with the lines were melted, burned,

damaged and destroyed; and as another direct result of this contact between lines the service lines of Penelec customers leading from these transmission lines were grossly overcharged with electricity and the electrical wiring, appliances and facilities of such customers were burned, damaged and destroyed.

9. Hepburnia in entering the right of way of Penelec with its equipment and employees and by pushing a tree into the said right of way committed an unlawful trespass and is responsible for the damage to Penelec's equipment and that of its customers which results from that trespass.

10. The employees of Hepburnia were negligent and careless in their actions on and near the Penelec right of way over the Keiser property in the following respects:

- a. In operating strip mining machinery in the immediate vicinity of heavily charged electrical lines;
- b. In using strip mining machinery to push trees over in the immediate vicinity of such lines;
- c. In removing the supporting earth from around trees on the hillside above such lines;

d. In failing to use guy lines, props or supports to control the fall of trees near such lines;

e. In failing to use such care in clearing the area near the electric lines as a prudent person would have used.

11. Penelec has paid to its customers whose property was damaged by the overcharging of the electric lines resulting from Hepburnia's trespass and negligence the sum of \$944.90, the specific amounts, payees and details of such payments being set forth in Plaintiff's Exhibit "A" hereto attached.

12. Hepburnia had knowledge of the making of the said payments and approved the making thereof.

13. Penelec has suffered damage to its lines and equipments from the overcharging of the electric lines resulting from Hepburnia's trespass and negligence and in repairing such damage has incurred the following expense:

|  |                 |         |
|--|-----------------|---------|
| Wire, insulators, sleeves and equipment less salvage - | \$ 23.08        | — 2.55  |
| Labor -  | 300.08          |         |
| Indirect costs -                                       | 75.02           | — 75.02 |
| Transportations and meals -                            | 81.35           | — 62.50 |
| <u>TOTAL</u>   | <u>\$479.53</u> |         |

14. Penelec claims damages from Hepburnia  
in the amount of \$1,424.43 with costs and interest for  
delay in payment.

James E. Nevling  
Of Nevling and Davis  
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CAMBRIA : SS:  
:

R. F. PRUNER, being duly sworn, deposes and  
says that he is the Secretary-Treasurer of Pennsylvania  
Electric Company, the plaintiff, and that the averments  
of the foregoing complaint are true to the best of his  
information and belief.

R F Pruner

Sworn and subscribed  
before me this 20<sup>th</sup> of  
September, A.D. 1961.

Margaret A. Grady  
MARGARET A. GRADY, Notary Public  
Johnstown, Cambria County, Penna.  
My Commission Expires February 20, 1962

# Plaintiff's Exhibit "A"

Claims Paid Penlee Customers for Repairs to Their Equipment following incident of February 3, 1959 when Balldoser of Hepburnia Coal of Gramplan Felled a Tree Across Penlee Lines.

| Customer's Name                                    | Address                 | Amount Paid | Repairs to Customer's Equipment         | Date Paid |
|--|-------------------------|-------------|---|-----------|
| Art and Sara Ann Pentz                             | Gramplan, Pa.           | \$10.35     | Television and radio repairs            | 2-17-59   |
| Charles and Helen Wall                             | Gramplan, Pa.           | 2.67        | Repairs to television                   | 2-17-59   |
| Fahy C. McDonald                                   | Gramplan, Pa.           | 10.65       | Television and radio repairs            | 2-20-59   |
| Donald and Hannah Barrett, R. D. Curwensville, Pa. |                         | 16.74       | Repairs to television                   | 2-20-59   |
| Harry and Alice Schindley, Gramplan, Pa.           |                         | 3.11        | Repairs to radio                        | 2-19-59   |
| Raymond and Jeannette Caldwell, Lumber City, Pa.   |                         | 26.95       | Repairs to television                   | 2-19-59   |
| Ambrose and Freda Smith                            | Gramplan, Pa.           | 24.67       | Repairs to television                   | 2-24-59   |
| Edward and Rosella Woods R. D. Gramplan, Pa.       |                         | .44         | Replaced light bulbs                    | 2-24-59   |
| George and Ann Shubert                             | Gramplan, Pa.           | 2.67        | Repairs to television                   | 2-24-59   |
| Parker and Alice Swatsworth, R. D. Gramplan, Pa.   |                         | 11.10       | Repairs to television                   | 2-26-59   |
| Lawrence and Sara Johnson, Gramplan, Pa.           |                         | 14.27       | Repairs to television                   | 2-25-59   |
| Russell and Vadna Rowles                           | Gramplan, Pa.           | 2.21        | Repairs to television                   | 3-3-59    |
| Mrs. Louise Henry                                  | Gramplan, Pa.           | 15.71       | Repairs to television                   | 3-3-59    |
| Gerald and Lenore McDonald, R. D. Gramplan, Pa.    |                         | 27.86       | Repairs to television                   | 3-13-59   |
| Henry and Marian Bacheller, R. D. Gramplan, Pa.    |                         | 27.83       | Repairs to television                   | 3-12-59   |
| Kenneth and Elnora Kester, Gramplan, Pa.           |                         | 61.66       | Repairs to electric range               | 3-10-59   |
| Betty and Edward Turner                            | R. D. Curwensville, Pa. | 29.79       | Repairs to television                   | 3-13-59   |
| Leo Radzieta                                       | R. D. Curwensville      | 8.07        | Repairs to television                   | 4-6-59    |
| Robert Armagost                                    | Gramplan, Pa.           | 18.75       | Repairs to water pump                   | 3-17-59   |
| Carl and Martha Hatten                             | Gramplan, Pa.           | 18.47       | Repairs to television                   | 3-20-59   |
| Donald Rafferty                                    | Gramplan, Pa.           | 13.77       | Repairs to television                   | 3-20-59   |
| William and Lillie McCartney, R. D. Gramplan, Pa.  |                         | 78.17       | Repairs to television                   | 3-20-59   |
| Albert and Mabel Barrett                           | R. D. Curwensville, Pa. | 39.82       | Repairs to television                   | 4-1-59    |
| Charles and Marie Kimbell                          | R. D. Gramplan, Pa.     | 91.35       | Repairs to television                   | 4-1-59    |
| Charles and Hazel Curry                            | Gramplan, Pa.           | 14.42       | Repairs to radio                        | 4-15-59   |
| Frank and Jane Johnson                             | Gramplan, Pa.           | 12.74       | Repairs to television                   | 4-15-59   |
| Jim Gates  | Gramplan, Pa.           | 9.20        | Repairs to radio                        | 4-15-59   |
| Mrs. Elizabeth Rafferty                            | Gramplan, Pa.           | 3.26        | Repairs to television                   | 4-15-59   |
| Perry and Helen Buck                               | R. D. Gramplan          | 13.22       | Repairs to radio, light bulb and socket | 4-15-59   |
| Clement L. Kaiser                                  | Gramplan, Pa.           | 32.27       | Repairs to television                   | 4-29-59   |
| Harold Wriglesworth                                | R. D. Gramplan, Pa.     | 47.52       | Repairs to television                   | 4-29-59   |
| Burdette Gelsett                                   | Gramplan, Pa.           | 4.05        | Repairs to television                   | 4-29-59   |
| Earl Bacheller                                     | Gramplan, Pa.           | 39.23       | Repairs to radio and television         | 5-8-59    |
| George and Leida Du Four                           | Gramplan, Pa.           | 7.09        | Repairs to radio                        | 5-8-59    |
| James Bloom  | R. D. Curwensville      | 47.50       | Repairs to and replacement of radios    | 5-4-59    |
| Clarence A. Kaiser, Jr.                            | Gramplan, Pa.           | 3.62        | Repairs to coffee pot                   | 6-3-59    |

# Claims Paid Penelee Customers for Repairs to Their Equipment

Page 2

Total \$944.90

| <u>Customer's Name</u> | <u>Address</u>         | <u>Amount Paid</u> | <u>Repairs to Customer's Equipment</u> | <u>Date Paid</u> |
|------------------------|------------------------|--------------------|--|------------------|
| Glenn Keeter           | R. D. 1, Grampian, Pa. | \$6.69             | Repairs to television                  | 5-29-59          |
| Harvey Hark            | Grampian, Pa.          | 26.74              | Repairs to television                  | 6-26-59          |
| Donald Spence          | R. D. Grampian, Pa.    | 4.05               | Repairs to television                  | 6-29-59          |
| Curtis Kelsner         | Grampian, Pa.          | 56.78              | Repairs to television                  | 5-22-59          |
| Calvin Knapp Jr.       | Grampian, Pa.          | 59.44              | Repairs to television and dryer        | 10-15-59         |



IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

No. 116 Sept Term 1961

PENNSYLVANIA ELECTRIC  
COMPANY, a corporation,  
Plaintiff

vs.

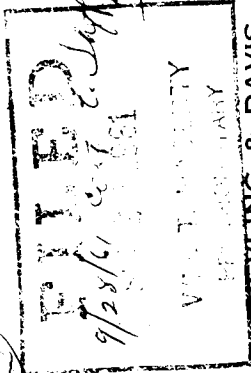
HEPBURNIA COAL COMPANY,  
Defendant

C O M P L A I N T

TO THE DEFENDANT:

You are required to  
plead to the Complaint  
within twenty (20) days  
from the service thereof.

James E. Nevling  
Of Nevling and Davis  
Attorneys for the  
Plaintiff.



NEVLING & DAVIS  
ATTORNEYS-AT-LAW

CLEARFIELD TRUST CO. BLDG.

CLEARFIELD, PA.

4500

November 24, 1962

Mr. Paul Silberblatt  
Bell, Silberblatt & Swoope  
Attorneys At Law  
Clearfield, Pennsylvania

Re: Arbitration Hearing  
No. 116 September Term, 1961  
Pennsylvania Electric Co.  
-VS-  
Hepburnia Coal Company

Dear Mr. Silberblatt:

This is to advise you that the Arbitration Hearing in the above case has been postponed.

It has been rescheduled for Wednesday, December 12, 1962 at 1:30 P.M.

Very truly yours,

Carl E. Walker

CEW:prd

November 7, 1962

SIR:

The following three persons have been appointed Arbitrators in  
the case of Pennsylvania Electric Co. vs/ Hepburnia Coal Co.

116 Sept. Term. 1961

the first named being the Chairman of the Board:

Paul Silberblatt, Chairman, Richard A. Bell and

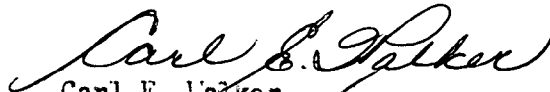
David S. Ammerman

Hearing of the case has been fixed for Wednesday,

November 28, 1962 at 1:30 P.M.

in Court Room #

Very truly yours,

  
Carl E. Walker  
Prothonotary

November 5, 1962

Mr. William T. Davis  
Nevling & Davis  
Attorneys At Law  
Clearfield, Pennsylvania

Dear Sir:

In compliance with Praecipe for Appointment of  
Arbitrators filed by Joseph J. Lee, Atty. for Defendant  
in No. 116 September Term, 1961  
Pennsylvania Electric Company vs/ Hepburnia Coal Company  
the names of seven (7) Bar members have been selected.

Attorneys for the Plaintiff and for the Defendant  
will appear at the Prothonotary's Office within five (5)  
days from this date, and each will strike off two of these  
names. The remaining three names will be the arbitrators  
in this case.

Very truly yours,

Carl E. Walker  
Prothonotary

CEW:hw

P.S. According to the new Rules of Court, if the two names have not  
been stricken off within five days, this Office is authorized to  
do so.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PENNSYLVANIA ELECTRIC COMPANY

VS

HEPBURNIA COAL COMPANY

:  
:  
:  
:  
:

No. 116 September Term, 1961

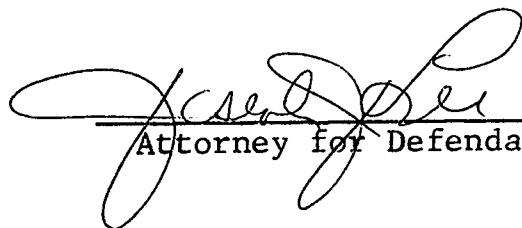
Trespass

P R A E C I P E

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Please place the above case on the argument list for argument  
on Defendant's Preliminary Objections.

  
Attorney for Defendant

Dated: October 23, 1961

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 116 September Term, 1961  
Trespass

PENNSYLVANIA ELECTRIC COMPANY

VS.

HEPBURNIA COAL COMPANY

P R A E C I P E

*Pennsylvania Electric  
Company*

vs.

*Hepturnia Coal Company*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. *116* *Sept* Term, 19*61*

PRAECIPE FOR APPOINTMENT OF ARBITRATORS (1)

TO THE PROTHONOTARY OF SAID COURT:

The undersigned, pursuant to the Act of June 16, 1836, P. L. 715, as amended by the Act of June 14, 1952 (1951-52) P. L. 2087 and further amended July 22, 1955, Laws 1955, Act No. 91 and Clearfield County Court Rule....., requests you to appoint a **BOARD OF ARBITRATORS** and certifies that:

- (☒) The amount in controversy is \$*3*,000 or less.  
(☒) The case is at issue.  
( ) An agreement of reference has been filed of record.  
( ) Judgment has been entered for want of an appearance.

RECORD APPEARANCES HAVE BEEN ENTERED FOR:-

Plaintiff *Newling & Davis* Defendant *Joseph J. Lee*

Date *11-5-62*

*Joseph J. Lee*  
Attorney for *Def.*

TEN DAY PERIOD FOR APPOINTMENT OF ARBITRATORS IS WAIVED (2)

*Joseph J. Lee*  
Attorney for *Def.*

Attorney for

Attorney for

Attorney for

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now, *November 7*, 19*62*, hearing of the above case is fixed for Wednesday,  
*Nov 28*, 19*62*, at *1300 PM* in..... Room, Clearfield County Court House, Clearfield,  
Pa., and the following Clearfield County Bar members:

*Raymond Silberblatt* Chairman  
*Richard J. Bell*  
*David L. Ammann*

are appointed as the **BOARD OF ARBITRATORS** to hear testimony, make report, and render their award within twenty (20) days from date of hearing.

I hereby certify that notice by mail was duly given to said Arbitrators, Attorneys, and/or parties of record of said appointment, time, and place of hearing.

WITNESS MY HAND AND THE SEAL OF THE COURT

*Carl E. Walker*  
Prothonotary

by *Patricia F. Dungey*  
Deputy

(1) See Court Rule 27

(2) Waiver requires signatures of counsel for all parties.

(1) *See Court Rule 27*  
(2) *Waiver requires signatures of counsel for all parties.*

(1) See Court Rule 27

Deputy

Prothonotary

WITNESS MY HAND AND THE SEAL OF THE COURT

record of said appointment, time, and place of hearing.

I hereby certify that notice by mail was duly given to said Arbitrators, Attorneys and/or parties to

twenty (20) days from date of hearing.

are appointed as the BOARD OF ARBITRATORS to hear testimony, make report, and render their award within

Part and the following Clearfield County Bar members:

Now, November 7, 1965, hearing of the above case is fixed for Wednesday, 11/10/65 at 10:00 a.m. in Room, Clearfield County Court House, Clearfield, Pa. 16810.

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Attorney for

Attorney for

Attorney

Attorney for

TEN DAY PERIOD FOR APPOINTMENT OF ARBITRATORS IS WAIVED (5)

Date \_\_\_\_\_

11-2-11

Plaintiff William J. Davis Defendant

RECORD APPEARANCES HAVE BEEN ENTERED FOR:-

( ) Judgment has been entered for want of an appearance.

( ) An agreement of reference has been filed of record.

( ) An agreement of reference has been filed of record.

(✓) The case is at issue.

(1) The amount in controversy is \$1,000 or less.

Rule . . . requests you to appoint a BOARD OF ARBITRATORS and certifies that:

(1951-52) P. L. 3087 and further amended July 22, 1952, Laws 1952, Act No. 91 and Clearfield County Court The undersigned, pursuant to the Act of June 16, 1936, P. L. 712, as amended by the Act of June 14, 1952

TO THE PROTHONOTARY OF SAID COURT:

PREAUCIPE FOR APPOINTMENT OF ARBITRATORS (1)

OF CLEARFIELD COUNTY  
IN THE COURT OF COMMON PLEAS

Thompson Electric

Thompson Cool Company

1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 16



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PENNSYLVANIA ELECTRIC  
COMPANY, a corporation,  
plaintiff

vs

HEPBURNIA COAL COMPANY,  
defendant

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:  
:  
:  
:  
:  
:

No. 116 September Term, 1961

Trespass

A N S W E R

(1). Admitted.

(2). Admitted.

(3). Admitted.

(4). Admitted.

(5). Admitted.

(6). Denied as stated, and on the contrary it is averred that the defendant was on the property of Clarence R. Keiser, Jr. by agreement with the said Keiser, and that the plaintiff's right-of-way consisted of a right to construct a power line with the right to cut or remove trees, underbrush and other obstructions within twenty feet of any wire, and it did not have the exclusive right to the area other than the exclusive right to the poles and wires, and the plaintiff's consent was not required for the defendant to be on the premises.

(7). Denied, and on the contrary it is averred that on the date pleaded the employees of Hepburnia did not, nor did they ever push a large tree into the right-of-way and against the wires of the power line.

(8). It is not denied that when the power lines touched one another the lines became tremendously overloaded. It is denied, however, that this was the result of the defendant's employee pushing a large tree into the right-of-way.

(9). It is denied that Hepburnia committed any unlawful trespass, and further that it is responsible for any damage to the plaintiff's equipment and that of its customers, and on the contrary it is averred that Hepburnia had the right to be on the premises through an agreement with the owner thereof.

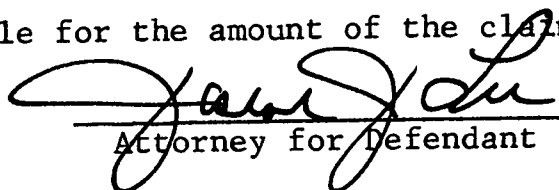
(10). It is denied that the employees of Hepburnia were negligent and careless, and each and every subparagraph or paragraph (10) of the Complaint is denied, and if the implication thereof is that the defendant pushed a tree into the power line the same is denied absolutely.

(11). It is admitted that Penelec has made certain payments to its customers, and in further answer it is averred that said payments were made voluntarily by the plaintiff, and that the plaintiff was not required to pay the same.

(12). Admitted as to Hepburnia's knowledge of payments, but it is denied that Hepburnia approved the same.

(13). It is admitted that Penelec's equipment was damaged from the overload of power. It is denied, however, that said overload was the result of any negligence on the part of Hepburnia or its employees. As to the amount and extent of the damage, defendant is without means of knowledge as to the correctness as pleaded, and therefore denies the extent thereof, and demands strict proof at the trial.

(14). It is admitted that Penelec claims damages from Hepburnis in the amount pleaded. It is denied, however, that Hepburnis is legally responsible for the amount of the claim.

  
Attorney for Defendant

STATE OF PENNSYLVANIA:  
:SS  
COUNTY OF CLEARFIELD :

DON M. SPENCER, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Answer are true and correct to the best of his knowledge, information and belief.

Don M. Spencer  
(Don M. Spencer)

Subscribed and sworn to before  
me this 4 day of June, 1962.

Harold C. Olsen

NOTARY PUBLIC  
My Commission Expires  
March 11, 1963

*Jim Neuling*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 116 September Term, 1961  
Trespass

PENNSYLVANIA ELECTRIC COMPANY  
VS  
HEPBURNIA COAL COMPANY

A N S W E R

**FILED**  
JUN 5 1962  
*Carl E. Walker*  
CARL E. WALKER  
PROTHONOTARY

JOSEPH J. LEE  
ATTORNEY-AT-LAW  
CLEARFIELD, PA.

*Service accepted by copy June 20, 1962.*

*James K. Neuling*

*Attorney for Plaintiff.*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PENNSYLVANIA ELECTRIC COMPANY :

VS :

HEPBURNIA COAL COMPANY :

: No. 116 September Term, 1961

: Trespass

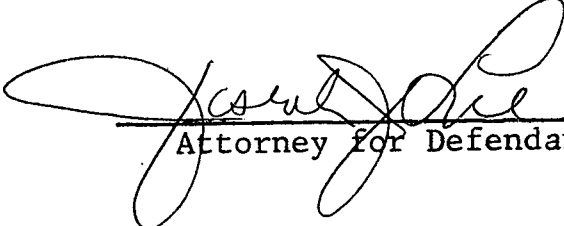
PRELIMINARY OBJECTIONS

COMES NOW, the defendant, and by counsel files these Preliminary Objections to the Complaint filed in the above case:

(1). The defendant demurs to that portion of the claim for damages totalling \$944.90 set forth in paragraph 11 of the Complaint and Exhibit "A" attached thereto and referred to further in paragraphs 9, 12 and 14, as the same does not set forth a cause of action between the plaintiff and the defendant.

MOTION TO STRIKE

(2). The defendant moves the Court to strike from the Complaint all portions thereof wherein recovery is sought in the amount of \$944.90, being the amount paid by the plaintiff to its customers.

  
Attorney for Defendants

*Heating*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 116 September Term, 1961  
Trespass

PENNSYLVANIA ELECTRIC COMPANY  
  
VS  
  
HEPBURNIA COAL COMPANY

PRELIMINARY OBJECTIONS

③

**FILED**  
OCT 2 1961  
WM. T. HAGERTY  
PROTHONOTARY

JOSEPH J. LEE  
ATTORNEY-AT-LAW  
CLEARFIELD, PA.

③ Order 24, 1961, service accepted by copy.  
James E. Neillburg  
Att'y for Plaintiff.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PENNSYLVANIA ELECTRIC COMPANY,  
a corporation, Plaintiff

VS

HEPBURNIA COAL COMPANY,  
Defendant

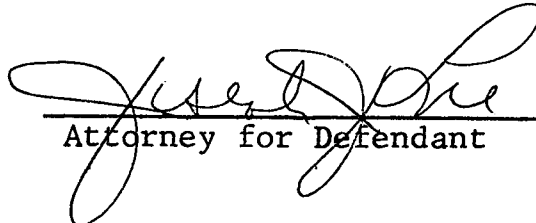
:  
:  
:  
;No. 116 September Term, 1961  
;  
; Trespass  
;

PRAECIPE FOR APPEARANCE

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Please enter my appearance for the Defendant in the above  
entitled case.

  
\_\_\_\_\_  
Attorney for Defendant

Dated: October 23, 1961

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 116 September Term, 1961  
Trespass

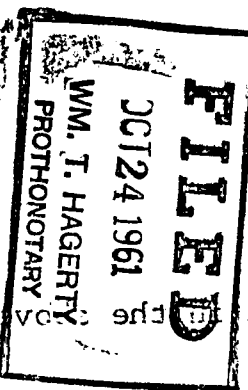
Dated: October 23, 1961

HEPBURNIA ELECTRIC COMPANY  
vs  
HEPBURNIA COAL COMPANY  
Dated: October 23, 1961

PRAECIPE FOR APPEARANCE

WILLIAM HAGERTY, PROTHONOTARY

WARRANT FOR APPEARANCE



Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
vs  
HEPBURNIA ELECTRIC COMPANY, Plaintiff  
No. 116 September Term, 1961  
Trespass



# Affidavit of Service

Pa. Elec Co A Corp

vs.

Hepburnia Coal Co

No. 116 Sept Term, 19 61

Complaint In Trespass

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW October 11, 19 61 at 7.35 o'clock P.M.

served the within Complaint In Trespass

on Hepburnia Coal Company

at Place of Residence, RD. Grampian, Pa.

by handing to him personally

a true and attested copy of the original Complaint In Trespass

known to him the contents thereof.

Sworn to before me this 13th

day of October A. D. 19 61

Wm T. Hagerty  
Prothonotary

Costs. Sheriff Ammerman \$ 13.90  
(Paid By Attys N & D.)

So answers,

Charles G. Ammerman  
Charles G. Ammerman

Sheriff



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

|                                 |   |                             |
|---------------------------------|---|-----------------------------|
| PENNSYLVANIA ELECTRIC COMPANY : | : | No. 116 September Term 1961 |
| VS :                            | : |                             |
| HEPBURNIA COAL COMPANY :        | : | In Trespass                 |

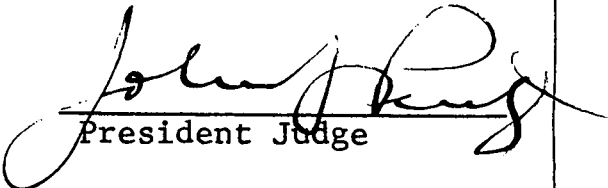
O R D E R

NOW, April 4, 1962, Preliminary Objection overruled. Exception noted.

Motion to Strike refused. Exception noted.

No Opinion to be written unless appeal is taken.

BY THE COURT

  
President Judge

|   |  |
|---|--|
| IN THE COURT OF COMMON PLEAS<br>OF CLEARFIELD COUNTY, PENNA.<br>In Trespass<br>No. 116 September Term 1961  |  |
| PENNSYLVANIA ELECTRIC COMPANY<br><br>VS<br><br>HEPBURNIA COAL COMPANY   |  |
| ORDER   |  |
| <div>Seal of the Court of Common Pleas of Clearfield County, Pennsylvania</div> <div>JOHN J. PENTZ<br/>PRESIDENT JUDGE<br/>CLEARFIELD, PENNSYLVANIA</div> |  |

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PENNSYLVANIA ELECTRIC COMPANY :

VS

: No. 116 September Term, 1961

HEPBURNIA COAL COMPANY :

Trespass

PRAECIPE FOR SATISFACTION  
AND DISCONTINUANCE

TO CARL E. WALKER, PROTHONOTARY

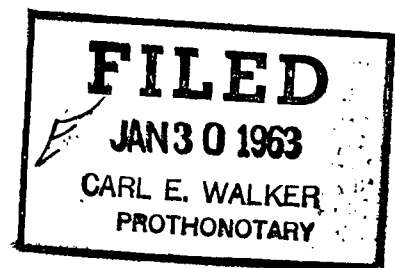
SIR:

Satisfaction in full having been received of the award of the arbitrators, you are hereby authorized and directed to mark the record in this case satisfied and discontinued on payment of costs by the defendant.

Nevling & Davis

By: James E. Nevling  
Attorneys for Pennsylvania  
Electric Company

Dated: January 30, 1963



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 116 September Term, 1961  
Trespass

PENNSYLVANIA ELECTRIC COMPANY

COMPANY

VS

HEPBURNIA COAL COMPANY

VS

HEPBURNIA COAL COMPANY

PENNSYLVANIA ELECTRIC COMPANY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRÆCIPUE FOR SATISFACTION  
AND DISCONTINUANCE

TO CARL E. WALKER  
PROTHONOTARY  
PRÆCIPUE FOR SATISFACTION  
AND DISCONTINUANCE

costs of the defendant.  
the record in this case satisfied and discontinued on payment of  
the arbitrators, are hereby authorized and directed to mark  
satisfaction, full having been received of the award of

Neuling & Davis

By: James E. Neuling  
Attorneys for Pennsylvania  
Electric Company

Dated: January 30, 1963



CLEARFIELD

# Clearfield County.

PENNSYLVANIA ELECTRIC COMPANY

SEPTEMBER

Term, 1961

116

PLAINTIFF'S

## Bill of Costs

## VERSUS

HEPBURNIA COAL COMPANY

At

Term, 19

|                                    |  |           |
|------------------------------------|--|-----------|
| Alfred Segar                       | 1 Days in Court at \$5.00 per day<br><del>Xc</del> per mile actually traveled                    | 5 00      |
| P. O. Hepburnia, Clfd. County, Pa. | 7c - 28 miles  | 1 96 6.96 |
| Earl W. Lingle                     | 1 Days in Court at \$5.00 per day<br><del>Xc</del> per mile actually traveled                    | 5 00      |
| P. O. Clearfield, Pa.              | 7c (None)  | - - 5.00  |
| Roy Butler                         | 1 Days in Court at \$5.00 per day<br><del>Xc</del> per mile actually traveled                    | 5 00      |
| P. O. Curwensville, Pa.            | 7c (None)  | - - 5.00  |
|                                    | \$5.00<br>Days in Court at <del>\$X.XX</del> per day<br><del>Xc</del> per mile actually traveled |           |
| P. O.                              | 7c   |           |
|                                    | \$5.00<br>Days in Court at <del>\$X.XX</del> per day<br><del>Xc</del> per mile actually traveled |           |
| P. O.                              | 7c   |           |
|                                    | \$5.00<br>Days in Court at <del>\$X.XX</del> per day<br><del>Xc</del> per mile actually traveled |           |
| P. O.                              | 7c   |           |
|                                    | \$5.00<br>Days in Court at <del>\$X.XX</del> per day<br><del>Xc</del> per mile actually traveled |           |
| P. O.                              | 7c   |           |
|                                    | \$5.00<br>Days in Court at <del>\$X.XX</del> per day<br><del>Xc</del> per mile actually traveled |           |
| P. O.                              | 7c   |           |
|                                    | \$5.00<br>Days in Court at <del>\$X.XX</del> per day<br><del>Xc</del> per mile actually traveled |           |
| P. O.                              | 7c   |           |
|                                    | \$5.00<br>Days in Court at <del>\$X.XX</del> per day<br><del>Xc</del> per mile actually traveled |           |
| P. O.                              | 7c   |           |
| Serving subpoenas                  | Witness  |           |
| P. O.                              | Miles distance   |           |
| Whole amount of Bill               |  | \$ 16.96  |

CLEARFIELD COUNTY, SS:

Personally appeared before me WILLIAM T. DAVIS, who being duly sworn, saith the above Bill of Costs is correct, that the witnesses named were subpoenaed, necessary, material, and in attendance as above stated, and that the mileage is correct as he believes.

Sworn to and subscribed before me this

22nd day of January 1 A D 19 63

Carl E Walker, Prothonotary

# PROTHONOTARY

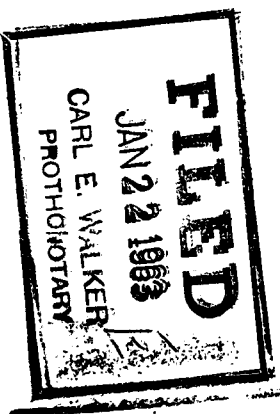
**My Commission Expires  
1st Monday Jan. 1966**

No. 116, September Term, 1961

PENNSYLVANIA ELECTRIC COMPANY

Versus

HEEBURNIA COAT COMPANY



Attorney

Pennsylvania Electric Company,  
a Corporation

Versus

Hepburnia Coal Company

In the Court of Common Pleas  
Clearfield County, Pennsylvania

No. 116 Sept. Term, 19 61

### CERTIFICATE OF DISCONTINUANCE

Commonwealth of Pennsylvania  
County of Clearfield

} SS

I, Carl E. Walker, Prothonotary of the Court of Common Pleas, in and for  
the County and Commonwealth aforesaid, do hereby certify that the above stated case was this day,  
the 30th day of January A. D. 19 63 marked settled, and discontinued

Record costs in the sum of \$ 58.86 have been paid in full by  
Reliance Insurance Company

In Witness Whereof, I have hereunto affixed my hand and seal of this Court at Clearfield,  
Clearfield County, Pennsylvania, this 30th day of January A. D. 19 63.

Prothonotary



A. D. No. .... Term, 19 .....

CERTIFICATE of DISCONTINUANCE

..... Attorney

*Make Subpoena  
on Potts publicly*

Pennsylvania Electric Company

vs.

Hepburnia Coal Company

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 116 September Term, 1956

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 9th day of January, 1963, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

*Paul Silberblatt* Chairman  
*Richard A. Bell*  
*Paul J. Luman*

Sworn to and subscribed before me  
this 9th day of January,

1956  
*Carl E. Walker*  
Prothonotary

AWARD OF ARBITRATORS

Now, this 21st day of January, 1963, we, the undersigned arbitrators appointed in this case, after having been duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Verdict For Plaintiff in the  
amount of \$242.53 plus interest  
From Feb. 3, 1959.

*Paul Silberblatt* Chairman  
*Richard A. Bell*  
*Paul J. Luman*

ENTRY OF AWARD

Now, this 22nd day of January, 1963, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

*Carl E. Walker*  
Prothonotary  
by *Joanna Burdick*

In the Court of Common Pleas  
of Clearfield County

No. 116 September Term, 1961

Pennsylvania Electric Company

vs.

Hepburnia Coal Company

OATH OR AFFIRMATION  
OF ARBITRATORS  
AND AWARD

**FILED**  
JAN 21 1963  
CARL E. WALKER  
PROTHONOTARY