

05-816-CD
D. Snyder et al vs. J. Swatsworth et al

2005-816-CD
David Snyder et al v. James Swatsworth et al

Date: 6/16/2011

Clearfield County Court of Common Pleas

User: LMILLER

Time: 09:05 AM

ROA Report

Page 1 of 4

Case: 2005-00816-CD

Current Judge: Fredric Joseph Ammerman

David B. Snyder, et al vs. James R. Swatsworth, et al

CIVIL ACTION

Date	Judge
6/9/2005	New Case Filed.
	X Filing: Civil Complaint Paid by: Bowers, S. Casey (attorney for Snyder, David B.) Receipt number: 1902671 Dated: 06/09/2005 Amount: \$85.00 (Check) 3 Cert. to Sheriff
	Case Filed.
8/24/2005	X Answer to Complaint, Re: Oran Bloom, filed by s/ Chris A. Pentz Esq. 1CC Atty Pentz.
9/16/2005	X Answer To Complaint, Re: Rodney Swatsworth, filed by s/ Chris A. Pentz, Esq. No CC
9/23/2005	X Sheriff Return, June 24, 200 Papers served on James R. Swatsworth and Rodney Swatsworth and on July 5, 2005 paper served on Oran Bloom. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm. Sheriff Hawkins costs pd by atty for plff \$137.76
9/27/2005	X Answer To Complaint/Counterclaim, Re: James Swatsworth, filed by s/ Chris A. Pentz, Esquire. No CC
10/20/2005	X Praeclipe for Argument filed. By s/ S. Casey Bowers, esquire. 1CC Atty
	X Preliminary Objections To Defendant, James R. Swatsworth's Counter-Claim. Filed by s/ S. Casey Bowers, Esquire. 1CC Atty
	X Order of Court AND NOW, this 21st day of October, 2005, upon consideration of the Plaintiff's Preliminary Objections to Defendant James R. Swatsworth's Counterclaim, IT IS HEREBY ORDERED that argument on the same is hereby scheduled for the 18th day of November 2005 at 9:00 a.m. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty Bowers
11/14/2005	X Motion For Continuance/Order, filed by s/ Chris A. Pentz, Esquire. 3CC Atty Pentz
11/22/2005	X Order AND NOW, this 17th day of November, 2005 the continuance request is hereby granted to the 16th day of December 2005 at 2:00 p.m. in Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty Pentz.
12/8/2005	X Substitute Verification, filed by s/ Chris A. Pentz, Esquire. 1CC Atty. Pentz
12/16/2005	X Answer to Preliminary Objections to Defendant, James R. Swatsworth's Counterclaim, filed by s/ Chris A. Pentz Esq. No CC.
	X Certificate of Service, filed. That on the 16th day of December, 2005, a copy of Defendant, James R. Swatsworth's Answer to Preliminary Objections to Defendant James R. Swatsworth's Counterclaim, to Attorney S. Casey Bowers, filed by s/ Chris A. Pentz Esq. No CC.
12/20/2005	X Order, NOW, this 16th day of Dec., 2005, Preliminary Objections are dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty: Bowers, Pentz
1/24/2006	X Plaintiff's Answer and New Matter to Counterclaim, filed by s/ S. Casey Bowers Esq. No CC.
5/17/2006	X Reply to New Matter of Plaintiff filed by s/ Chris A. Pentz Esq. 2CC Atty Pentz.
3/26/2007	X Motion To Withdraw As Counsel, filed by s/ S. Casey Bowers, Esquire. 1CC Atty. Bowers

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

ANGELA M. REEDER and
RICHARD A. BOOKAMIRE,
Plaintiffs,

v.

No. 11-464-CD

KAITLYN R. EVANS and
HAROLD WALSTROM,
Defendants.

SCHEDULING ORDER

AND NOW, this _____ day of _____, 2011,
upon consideration of the Petition to Withdraw, filed by Chris
A. Pentz, Attorney for Defendant, a hearing is hereby scheduled
for the _____ day of _____, 2011, at _____ m, in
Courtroom _____ of the Clearfield County Courthouse, Clearfield
Pennsylvania.

By the Court,

Date:

Judge

Date: 6/16/2011

Clearfield County Court of Common Pleas

User: LMILLER

Time: 09:05 AM

ROA Report

Page 2 of 4

Case: 2005-00816-CD

Current Judge: Fredric Joseph Ammerman

David B. Snyder, et al vs. James R. Swatsworth, et al

CIVIL ACTION

Date	Judge	
3/26/2007	X Certificate of Service, filed. That on the 23rd day of March 2007, a copy of the foregoing Motion to Withdraw as Counsel was forwarded to James A. Naddeo Esq., Chris A. Pentz Esq., and David B. Snyder, filed by s/ S. Casey Bowers Esq. 1CC Atty Bowers.	Fredric Joseph Ammerman
3/29/2007	X Order, NOW, this 28th day of March, 2007, Ordered that S. Casey Bowers and the law firm of Hanak, Guido & Taladay are withdrawn as counsel for David B. Snyder. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Bowers, Pentz; 1CC David Snyder - RR 3, Box 331, Reynoldsville, PA 15851	Fredric Joseph Ammerman
10/31/2007	X Certificate of Readiness for Trial, Non-Jury Trial, filed by s/Chris A. Pentz, Esq. No CC	Fredric Joseph Ammerman
12/4/2007	X Order, this 4th day of Dec., 2007, it is Ordered that Pre-trial conference shall be held on the 15th day of Jan., 2008 in chambers at 3:00 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Bowers, Pentz	Fredric Joseph Ammerman
12/13/2007	X Praeclipe to Withdraw, filed. In accordance with the Order of Court dated March 28, 2007, please withdraw my appearance as counsel on behalf of Plaintiff, David B. Snyder, in the above captioned matter, filed by s/ S. Casey Bowers Esq. No CC., copy to C/A.	Fredric Joseph Ammerman
1/16/2008	X Scheduling Order, NOW, this 16th day of Jan, 2008, it is Ordered that a Civil Bench Trial is scheduled for the 15th day of May, 2008 at 9:00 a.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC D. Snyder - 1170 Fire Tower Road, Reynoldsville, PA 15851; 1CC Snyder Lumber, RD 3, Box 331, Reynoldsville, PA 15851; 2CC Atty. Pentz	Fredric Joseph Ammerman
5/16/2008	X Order, this 15th day of May, 2008, following Bench Trial, it is Ordered that counsel for both parties submit appropriate brief within 20 days from this date. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Plff & Atty. Pentz	Fredric Joseph Ammerman
7/15/2008	X Notice, filed. Notice is hereby given that if no objections are made to the text of the transcript within five (5) days, dated June 27, 2008, filed by s/ Beth A. Krupa PRP, CRR-Official Court Reporter.	Fredric Joseph Ammerman
8/21/2008	X Transcript with Exhibits, dated May 15, 2008, of Civil Bench Trial, filed. X Opinion and Order, this 20th day of August, 2008, consistent with the forgoing Opinion, it is Ordered that the Defendant is liable for conversion of timber pursuant to 42 Pa.C.S.A. 8311(a)(2)(i) in the amount of \$36,057.90, plus court costs. It is the further order of this Court that the Defendant's counterclaims are Denied. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC David Snyder- 1170 Fire Tower Road, Reynoldsville, PA 15851 1CC Snyder Lumber- RD 3, Box 331, Reynoldsville, PA 15851 2CC Atty. Pentz 1CC D. Mikesell 1CC Law Library (without memo)	Fredric Joseph Ammerman Fredric Joseph Ammerman
8/27/2008	X Amended Order, this 26th day of August, 2008, it is Ordered that this Court's Order of August 20, 2008 is Amended to read as follows: (see original). Plaintiff's Complaint is dismissed as to the remaining Defendants as the Court believes they were operating under the direction of Defendant James R. Swatsworth. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Pentz; 1CC David Snyder, 1170 Fire Tower Road, Reynoldsville, PA 15851; 1CC Snyder Lumber, RD 3, Box 331, Reynoldsville, PA 15851	Fredric Joseph Ammerman

FILED

JUN 10 2011

William A. Shaw
Prothonotary/Clerk of Courts

6-10-2011

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

Date: 6/16/2011

Time: 09:05 AM

Page 3 of 4

Clearfield County Court of Common Pleas

ROA Report

Case: 2005-00816-CD

User: LMILLER

Current Judge: Fredric Joseph Ammerman

David B. Snyder, et al vs. James R. Swatsworth, et al

CIVIL ACTION

Date	Judge
9/3/2008	<input checked="" type="checkbox"/> Motion For Post-Trial Relief, filed by s/ Chris A. Pentz, Esquire. 3CC Atty.
9/5/2008	<input checked="" type="checkbox"/> Order, this 4th day of Sept., 2008, upon consideration of the Motion for Post Trial Relief, a hearing is scheduled for the 30th day of Oct., 2008, at 9:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Pentz
10/31/2008	<input checked="" type="checkbox"/> Order, this 30th day of Oct., 2008, it is Ordered that the the Court Administrator reschedule argument on the Post Trial Motion in approximately 30 to 40 Days from this date. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Pentz; 2CC Pliffs. - 1170 Fire Tower Road, Reynoldsville, PA 15851
11/3/2008	<input checked="" type="checkbox"/> Order, this 3rd day of Nov., 2008, argument on the Post Trial Motion is rescheduled to the 15th day of Dec., 2008 at 9:30 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC David Snyder, Snyder Lumber - 1170 Fire Tower Rd., Reynoldsville, PA 15851
12/11/2008	<input checked="" type="checkbox"/> Motion to Continue Argument on Defendant's Post-Trial Motion, filed by s/ Michael S. Marshall Esq. 2CC Atty Marshall.
12/12/2008	<input checked="" type="checkbox"/> Order, this 11th day of Dec., 2008, Argument on Defendant's Post-trial Motion is rescheduled to the 25th day of Feb., 2009, at 10:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge.
2/25/2009	<input checked="" type="checkbox"/> Order, this 25th of Feb., 2009, argument on Defendant's Post-trial Motion is rescheduled for March 30, 2009 at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty: Pentz, Marshall
4/3/2009	<input checked="" type="checkbox"/> Order, this 3rd day of April, 2009, Motion for Post Trial Relief is Granted to the extent that the Court hereby vacates the Court's Opinion and Order of August 20, 2008 and Amended Order of August 26, 2008 and Ordered that a new trial be held. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Pentz; 1CC D. Snyder- 1170 Fire Tower Rd., reynoldsville, PA 15851; 1CC Snyder Lumber, RR 3 Box 331, Reynoldsville, PA 15851
6/1/2010	<input checked="" type="checkbox"/> Order, this 26th of May, 2010, a status conference is scheduled in Chambers for the 25th of June, 2010 at 11:00 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff. - 1170 Fire Tower Rd., Reynoldsville, PA 15851; 2CC Atty. Pentz
6/17/2010	<input checked="" type="checkbox"/> Order, this 17th day of June 2010, due to a scheduling conflict, it is the ORDER of this Court that the status conference be and is hereby rescheduled from June 25, 2010 at 11:00 am to the 4th day of August 2010 at 3:00 pm in Chambers. BY THE COURT: /s/ Fredric J. Ammerman. P. Judge. 1CC Atty Pentz and 1CC plffs @ 1170 Fire Tower Rd., Reynoldsville, PA 15851
8/6/2010	<input checked="" type="checkbox"/> Order, this 4th of Aug., 2010, status conf. scheduled this date is canceled, as Plff. has an appeal pending before Superior Court in a criminal case which has a direct bearing on this case. Following conclusion of the appeal process, a status conference will be scheduled upon the request of either of the parties. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Plff & Atty. Pentz
12/17/2010	<input checked="" type="checkbox"/> Order, this 16th of Dec., 2010, Plff's appeal before the Superior Court has been concluded; a status conference is scheduled for the 21st of Jan., 2011 at 3:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Plff & Atty. Pentz
4/5/2011	<input checked="" type="checkbox"/> Petition to Open Record, filed by s/ Chris A. Pentz, Esq. 4CC Atty. Pentz

UDREN LAW OFFICES, P.C.
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

U.S. Bank, N.A., as Trustee
for the registered holders of
Structured Asset Securities
Corporation Mortgage Pass
Through Certificates, Series
2007-TC1
1661 Worthington Road #100
West Palm Beach, FL 33409
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2011-193-CD

v.
John Doe
Renee Kessler
and/or Tenant/Occupant
704 Dorey Street
Clearfield, PA 16830
Defendant(s)

WRIT OF POSSESSION

TO THE SHERIFF OF Clearfield COUNTY:

(1) To satisfy the judgment for possession in the above matter
you are directed to deliver possession of the following property
to:

U.S. Bank, N.A., as Trustee for the registered holders of
Structured Asset Securities Corporation Mortgage Pass Through
Certificates, Series 2007-TC1
(See Legal Description Attached)

(2) To satisfy the costs against Defendants, you are directed
to levy upon any property of Defendants and sell their interest
therein.

Received this writ this 90 day
of April A.D. 2011
At 3:00 A.M. (P.M.)

Chester A. Hawley
Sheriff by Marlythann

Prothonotary

By Willie L. Hayes
Clerk

Date 4/20/11

Date: 6/16/2011

Clearfield County Court of Common Pleas

User: LMILLER

Time: 09:05 AM

ROA Report

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Case: 2005-00816-CD

Current Judge: Fredric Joseph Ammerman

David B. Snyder, et al vs. James R. Swatsworth, et al

CIVIL ACTION

Date	Judge	
4/8/2011	<input checked="" type="checkbox"/> Scheduling Order, this 7th of April, 2011, Re: Petition to Open Record, a hearing is scheduled for the 13th of May, 2011, at 11:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Pentz	Fredric Joseph Ammerman
4/13/2011	<input checked="" type="checkbox"/> Certificate of Service, filed. That a certified copy of the Petition to Open Record and Scheduling Order was served on 13th day of April 2011 by first class mail to Michael S. Marshall Esq., filed by s/ Chris A. Pentz Esq. No CC.	Fredric Joseph Ammerman
5/18/2011	<input checked="" type="checkbox"/> Order this 13th day of May 2011, this being the date set for hearing for Defendant's Petition to Open Record, it is the ORDER of this Court that the hearing be and is hereby CONTINUED. Hearing shall be at 11:00 am on June 2, 2011. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 2CC Atty Pentz. 1CC D. Snyder @ 1170 Fire Tower Rd., Reynoldsville, PA 15851 and 1CC Synder Lumber @ RD #3 Box 331, Reynoldsville, PA 15851	Fredric Joseph Ammerman
5/23/2011	<input checked="" type="checkbox"/> Motion for Continuance, filed by Atty. Pentz 3 Cert. to Atty.	Fredric Joseph Ammerman
6/1/2011	<input checked="" type="checkbox"/> Order, this 31st of May, 2011, the hearing scheduled for June 2, 2011 is rescheduled for the 23rd of June, 2011, at 2:30 p.m. in courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Pentz	Fredric Joseph Ammerman
6/6/2011	<input checked="" type="checkbox"/> Certificate of Service, a certified copy of the Motion For Continuance and Scheduling Order was served on Michael S. Marshall, Esq, by First-Class Mail, Postage Prepaid on June 6, 2011. Filed by s/ Chris A. Pentz, Esq. No CC	Fredric Joseph Ammerman

6-27-11 ✓ order 6-23-11

11-30-11 Order 11-30-11

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATE IN THE FOURTH WARD OF THE BOROUGH OF CLEARFIELD, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER OF LOT NO. A-25 AND DOREY STREET; THENCE ALONG SAID STREET, FIFTY (50) FEET TO LINE OF LOT NO. A-27; THENCE ALONG SAID LOT, ONE HUNDRED SEVENTY-TWO (172) FEET TO AN ALLEY; THENCE ALONG SAID ALLEY FIFTY (50) FEET TO LINE OF LOT A-28; THENCE ALONG SAID LOT ONE HUNDRED SEVENTY-TWO (172) FEET TO DOREY STREET AND PLACE OF BEGINNING. BEING FIFTY (50) FEET FRONT ON DOREY STREET AND ONE HUNDRED SEVENTY-TWO (172) FEET DEEP, AND KNOWN ON THE PLAN OF LOTS LAID OUT BY W.N. BETTS AT LOT NO. A-26.

ADDRESS: 704 DOREY ST., CLEARFIELD, PA 16830.

BEING KNOWN AS: 704 DOREY STREET, CLEARFIELD, PA 16830

PROPERTY ID NO.: 004403923 (4.4-K08-246-37)

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

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER,
Plaintiff

vs.

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,
Defendants

: No. 05-816-CJ

: Type of Pleading:

: **COMPLAINT IN
CONVERSION**

: Filed on Behalf of:
PLAINTIFF

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

Date: June 7, 2005

②
FILED 3cc Sheriff
M10:50 AM Atty Bowers
JUN 09 2005 pd. 85.00

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID B. SNYDER, i/t/d/b/a :
SNYDER LUMBER, :
Plaintiff :
vs. : No. _____
JAMES R. SWATSWORTH, :
RODNEY SWATSWORTH and :
ORAN BLOOM, :
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 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. 1300

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID B. SNYDER, i/t/d/b/a :
SNYDER LUMBER, :
Plaintiff :
vs. : No. _____
JAMES R. SWATSWORTH, :
RODNEY SWATSWORTH and :
ORAN BLOOM, :
Defendants :
:

COMPLAINT IN CONVERSION

AND NOW, comes the Plaintiff, DAVID B. SNYDER, individually and trading and doing business as SNYDER LUMBER ("Snyder"), by and through his attorneys, HANAK, GUIDO AND TALADAY and hereby bring this Complaint averring as follows:

1. Plaintiff is DAVID B. SNYDER an individual, trading and doing business as SNYDER LUMBER, with a business address of R.D. #3, Box 331, Reynoldsville, Pennsylvania, 15851.
2. Defendant, JAMES R. SWATSWORTH, is an adult individual who resides at R.R. #2, Box 145, Curwensville, Clearfield County, Pennsylvania, 16833.
3. Defendant, RODNEY SWATSWORTH, is an adult individual who resides at R.D. #2, Box 145B, Windy Hill Road, Curwensville, Clearfield County, Pennsylvania.
4. Defendant, ORAN BLOOM, is an adult individual who resides at 174 Bobs Road, Madera, Clearfield County, Pennsylvania.

5. By virtue of certain agreements between Snyder and Rishel Enterprises, Snyder owns and continues to own timber 12 inches DBH or greater on a certain parcel of real estate owned by Rishel Enterprises, located in Penn and Pike Townships, Clearfield County, Pennsylvania.

6. Pursuant to the operative agreements, Snyder cut nine (9) truck loads of timber from the subject real estate and staged set timber on various staging areas along State Route 879 in Penn Township, Clearfield County, Pennsylvania.

7. In August, 2004, Defendants wrongfully and deliberately removed and marketed Snyder's timber.

8. At the time of the conversion, the fair market value of the timber removed by Defendants is Twelve Thousand and 00/100 (\$12,000.00) Dollars.

9. As set forth above, Defendants acts were wrongful and deliberate. As such, Snyder is entitled to treble statutory damages pursuant to 42 Pa.S.C.A. Section 8311.

WHEREFORE, Defendant, DAVID B. SNYDER, respectfully requests this Court to enter judgment in his favor and against Defendants in an amount in excess of Thirty-six Thousand and 00/100 (\$36,000.00) Dollars, together with any further relief this Court deems just and equitable.

JURY TRIAL DEMANDED.



S. Casey Bowers
Attorney for Plaintiffs

VERIFICATION

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

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

DATE: 6/7/05

David B. Snyder
David B. Snyder

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

DAVID B. SNYDER, i/t/b/a
SNYDER LUMBER,

Plaintiff

* No. 05-816- CD

VS

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,

Defendants

* Type of Case: Civil

* Type of Pleading: Answer
* to Complaint

* Filed on Behalf of: Defendants

* Counsel of Record for this Party:
* CHRIS A. PENTZ, Esquire

* Supreme Court I.D. # 39232
* 207 East Market Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

Date: 8-22-08

FILED 1cc
01/10/2008A Aug 24 2005
AUG 24 2005
LAW

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID B. SNYDER, i/t/d/b/a *
SNYDER LUMBER, *
Plaintiff *
VS No.
*
JAMES R. SWATSWORTH,
RODNEY SWATSWORTH, and *
ORAN BLOOM,
Defendants *

ANSWER TO COMPLAINT

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted.
4. Paragraph 4 is admitted.
5. Paragraph 5 is denied. The Defendant, Oran Bloom, is without sufficient knowledge or information to form a belief as to the averment. By way of further Answer, Oran Bloom has been advised at all times by James R. Swatsworth, that timber located on the Rishel Enterprises property located in Penn Township, Clearfield County, Pennsylvania is owned by Defendant, James R. Swatsworth.
6. Paragraph 6 is denied. After reasonable investigation, the Defendant is without sufficient knowledge or information to form a belief as to the averment. By way of further Answer, the Answer set forth in Paragraph 5 is incorporated herein by reference as though set forth in full.
7. Paragraph 7 is denied. The Defendant, Oran Bloom, never at any time wrongfully and/or deliberately, removed and marketed

any of Snyder's timber in August, 2004. Defendant, Oran Bloom, does admit that, in this approximate time period. he did remove pulp wood from the property in question which belonged to Defendant James R. Swatsworth.

8. Paragraph 8 is denied. The Defendant, Oran Bloom, is without sufficient knowledge or information to form a belief as to the value of the timber removed. The Defendant, Oran Bloom, further denies that he ever, at any time, removed any timber belonging to the Plaintiff during the time period in question.

9. Paragraph 9 is a conclusion of law to which no response is required.

WHEREFORE, Defendant, Oran Bloom, requests Your Honorable Court to enter judgment in his favor and against the Plaintiff, David B. Snyder, i/t/d/b/a Snyder Lumber.

JURY TRIAL DEMANDED

Respectfully submitted this 22 day of Aug, 2005.



Chris A. Pentz
Attorney for Defendants
I.D. # 39232
207 East Market Street
P. O. Box 552
Clearfield PA 16830
814 765-4000

VERIFICATION

I, ORAN BLOOM, verify that the statements made in this **ANSWER TO COMPLAINT** 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.

7-15-05

Date

Oran Bloom

Oran Bloom

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

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER,
Plaintiff

VS

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH, and
ORAN BLOOM,
Defendants

NO. 05-816-C

* Type of Case: Civil

* Type of Pleading: Answer to
* Complaint

* Filed on Behalf of: Defendant,
* Rodney Swatsworth

* Counsel of Record for this Party:
* CHRIS A. PENTZ, Esquire

* Supreme Court I.D. # 39232
* 207 East Market Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

Date: 9-14-05

FILED ^{NO}
of 11/20/2005
SEP 16 2005 (6)

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID B. SNYDER, i/t/d/b/a *
SNYDER LUMBER, *
Plaintiff *
VS No.
*
JAMES R. SWATSWORTH,
RODNEY SWATSWORTH, and
ORAN BLOOM,
Defendants *

ANSWER TO COMPLAINT

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is denied. Defendant Rodney Swatsworth's correct address is 47 Addleman Lane, Curwensville, Clearfield County. Pennsylvania 16633.
4. Paragraph 4 is admitted.
5. Paragraph 5 is denied. The Defendant, Rodney Swatsworth, is without sufficient knowledge or information to form a belief as to the averment. By way of further Answer, Rodney Swatsworth has been advised at all times by James R. Swatsworth, that timber located on the Rishel Enterprises property located in Penn Township, Clearfield County, Pennsylvania is owned by Defendant, James R. Swatsworth.
6. Paragraph 6 is denied. After reasonable investigation, the Defendant, Rodney Swatsworth is without sufficient knowledge or information to form a belief as to the averment. By way of further Answer, the Answer set forth in Paragraph 5 is incorporated herein by reference as though set forth in full.

7. Paragraph 7 is denied. The Defendant, Rodney Swatsworth, never at any time wrongfully and/or deliberately, removed and marketed any of Snyder's timber in August, 2004. Defendant, Rodney Swatsworth, does admit that, in this approximate time period he did remove pulp wood and scrag wood from the property in question which belonged to Defendant James R. Swatsworth.

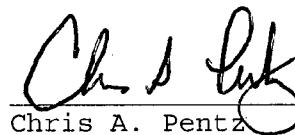
8. Paragraph 8 is denied. The Defendant, Rodney Swatsworth, is without sufficient knowledge or information to form a belief as to the value of the timber removed. The Defendant, Rodney Swatsworth, further denies that he ever, at any time, removed any timber belonging to the Plaintiff during the time period in question.

9. Paragraph 9 is a conclusion of law to which no response is required.

WHEREFORE, Defendant, Rodney Swatsworth, requests Your Honorable Court to enter judgment in his favor and against the Plaintiff, David B. Snyder, i/t/d/b/a Snyder Lumber.

JURY TRIAL DEMANDED

Respectfully submitted this 14 day of Sept, 2005.


Chris A. Pentz
Attorney for Defendants
I.D. # 39232
207 East Market Street
P. O. Box 552
Clearfield PA 16830
814 765-4000

VERIFICATION

I, RODNEY 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.

9-12-05

Date


Rodney Swatsworth

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100538
NO: 05-816-CD
SERVICE # 1 OF 3
COMPLAINT IN CONVERSION

PLAINTIFF: DAVID B. SNYDER i/t/d/b/a SNYDER LUMBER
vs.

DEFENDANT: JAMES R. SWATSWORTH, RODNEY SWATSWORTH and ORAN BLOOM

SHERIFF RETURN

NOW, June 24, 2005 AT 2:17 PM SERVED THE WITHIN COMPLAINT IN CONVERSION ON JAMES R. SWATSWORTH DEFENDANT AT RR#2 BOX 145, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CINDY SWATSWORTH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN CONVERSION AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

FILED
01/5/2011
SEP 23 2005
⑧

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100538
NO: 05-816-CD
SERVICE # 2 OF 3
COMPLAINT IN CONVERSION

PLAINTIFF: DAVID B. SNYDER i/t/d/b/a SNYDER LUMBER
vs.

DEFENDANT: JAMES R. SWATSWORTH, RODNEY SWATSWORTH and ORAN BLOOM

SHERIFF RETURN

NOW, June 24, 2005 AT 2:17 PM SERVED THE WITHIN COMPLAINT IN CONVERSION ON RODNEY SWATSWORTH DEFENDANT AT RD#2 BOX 145B, WINDY HILL ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CINDY SWATSWORTH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN CONVERSION AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100538
NO: 05-816-CD
SERVICE # 3 OF 3
COMPLAINT IN CONVERSION

PLAINTIFF: DAVID B. SNYDER i/t/d/b/a SNYDER LUMBER

VS.

DEFENDANT: JAMES R. SWATSWORTH, RODNEY SWATSWORTH and ORAN BLOOM

SHERIFF RETURN

NOW, July 05, 2005 AT 10:54 AM SERVED THE WITHIN COMPLAINT IN CONVERSION ON ORAN BLOOM
DEFENDANT AT WORK: WAY'S FARM, R.D., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY
HANDING TO ORAN BLOOM, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN
CONVERSION AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100538
NO: 05-816-CD
SERVICES 3
COMPLAINT IN CONVERSION

PLAINTIFF: DAVID B. SNYDER i/t/d/b/a SNYDER LUMBER
vs.

DEFENDANT: JAMES R. SWATSWORTH, RODNEY SWATSWORTH and ORAN BLOOM

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HANAK	14167	30.00
SHERIFF HAWKINS	HANAK	14167	70.00
SHERIFF HAWKINS	<i>Aug</i>	17845	37.76

Sworn to Before Me This

So Answers,

____ Day of _____ 2005



Chester A. Hawkins
Sheriff

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

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER,
Plaintiff

VS

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH, and
ORAN BLOOM,
Defendants

No. 05-816-CD

* Type of Case: Civil

* Type of Pleading: Answer to
* Complaint/Counterclaim

* Filed on Behalf of: Defendant,
* James R. Swatsworth

* Counsel of Record for this Party:
* CHRIS A. PENTZ, Esquire

* Supreme Court I.D. # 39232
* 207 East Market Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

FILED

Date: 9-26-05

SEP 27 2005
0781301 (60)

William A. Shaw
Prothonotary/Clerk of Courts

No. 4/C

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

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 on or before Oct. 17, 2005 by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the matter set forth against you. You are warned that if you fail to do so the case may proceed without you and an order may be entered against you by the Court without further notice for relief requested by the Petitioner or Movant. You may lose rights important to you.

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

Office of Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield PA 16830
814 765-2641, Ext. 5982

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

DAVID B. SNYDER, i/t/d/b/a *
SNYDER LUMBER, *
Plaintiff *
VS No. 05-816-C.D.
*
JAMES R. SWATSWORTH,
RODNEY SWATSWORTH, and *
ORAN BLOOM,
Defendants *

ANSWER TO COMPLAINT

1. Paragraph 1 is admitted.
2. Paragraph 2 is denied. The Defendant, James R.

Swatsworth's address is 62 Fleming Road, Curwensville, Clearfield County, Pennsylvania 16833.

3. Paragraph 3 is denied. The address of Defendant Rodney Swatsworth is 47 Addleman Lane, Curwensville, Clearfield County, Pennsylvania.

4. Paragraph 4 is admitted.

5. Paragraph 5 is denied. The Defendant, James R.

Swatsworth, is the owner of the timber in question by virtue of a Timber Agreement dated October 9, 2002. A copy of said Agreement is attached hereto and marked Exhibit "A" and incorporated herein by reference as though set forth in full.

6. Paragraph 6 is admitted in part and denied in part. It is admitted that Snyder and/or his agent cut nine (9) truckloads of timber. It is denied that the timber was taken pursuant to the operative Agreement since the Agreement between Plaintiff Snyder and Defendant James R. Swatsworth had expired. A copy of said

Agreement is attached hereto and marked Exhibit "B" and incorporated herein by reference as though set forth in full.

7. Paragraph 7 is denied. The Answers set forth in Paragraphs 5 and 6 above are incorporated herein by reference as though set forth in full.

8. Paragraph 8 is denied. The Fair Market Value of the timber in question was \$1100.00.

9. Paragraph 9 is a conclusion of law to which no response is required.

WHEREFORE, Defendant, James R. Swatsworth, requests Your Honorable Court to enter judgment in his favor and against the Plaintiff, David B. Snyder, i/t/d/b/a Snyder Lumber.

JURY TRIAL DEMANDED

COUNTERCLAIM I
CONVERSION

10. Paragraphs 1 through 9 above are incorporated herein by reference as though set forth in full.

11. Defendant on the Counterclaim, David B. Snyder i/t/d/b/a Snyder Lumber, either personally or at his direction cut timber belonging to Plaintiff on the Counterclaim, James R. Swatsworth, after the expiration of the Timber Agreement between the parties as follows:

A. South of Route 879, Pike Township, Clearfield County in the amount of \$8500.00:

B. North of Route 879 in Penn Township, Clearfield

County in the amount of \$1800.00.

WHEREFORE, Plaintiff on the Counterclaim, James R. Swatsworth, demands treble judgment against Defendant on the Counterclaim, David B. Snyder, i/t/d/b/a/ Snyder Lumber, in the amount of \$30,900.00.

COUNTERCLAIM II
BREACH OF CONTRACT

12. Paragraphs 1 through 11 above are incorporated herein by reference as though set forth in full.

13. Plaintiff on the Counterclaim, James R. Swatsworth and Defendant on the Counterclaim, David B. Snyder, i/t/d/b/a Snyder Lumber on October 9, 2002 agreed that Plaintiff on the Counterclaim, James R. Swatsworth, would be paid \$1.00 per ton for all pulp wood removed from the Rishel Enterprises tract located in Penn and Pike Townships Clearfield County Pennsylvania.

14. Plaintiff on the Counterclaim believes and therefore avers that the Defendant on the Counterclaim removed pulp wood worth \$7000.00.

15. Defendant on the Counterclaim has paid \$900.00.

WHEREFORE, Plaintiff on the Counterclaim, James R. Swatsworth demands judgment against Defendant on the Counterclaim, David B. Snyder i/t/d/b/a Snyder Lumber in the amount of \$6100.00.

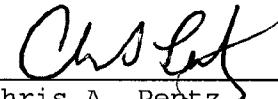
COUNTERCLAIM III
BREACH OF CONTRACT

16. Paragraphs 1 through 15 above are incorporated herein by reference as though set forth in full.

17. The amount of \$5000.00 remains due and payable under the Contract set forth in Exhibit "B" attached hereto.

WHEREFORE, Plaintiff in the Counterclaim James R. Swatsworth demands judgment against Defendant on the Counterclaim, David B. Snyder i/t/d/b/a Snyder Lumber in the amount of \$5000.00.

Respectfully submitted this 21 day of Sept., 2005.



Chris A. Pentz
Attorney for Defendants
I.D. # 39232
207 East Market Street
P. O. Box 552
Clearfield PA 16830
814 765-4000

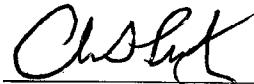
VERIFICATION

I, Chris A. Pentz, have read the foregoing Answer to Complaint and Counterclaim. The statements therein are correct to the best of my personal knowledge or information and belief.

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

I am authorized to make this verification on behalf of James R. Swatsworth because of my position as counsel of record.

Dated: 9/26/08


Chris A. Pentz
207 East Market Street
Clearfield PA 16830
814 765-4000
I. D. # 39232

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) _____

Exhibit "A"

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
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.

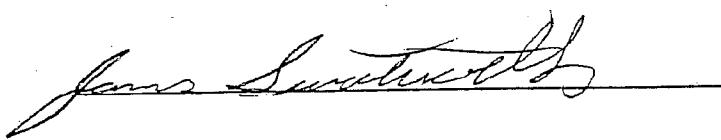
David B. Snyder holds the right to all logs with a diameter of nine (9) inches and up.

- ***PAYMENT:***

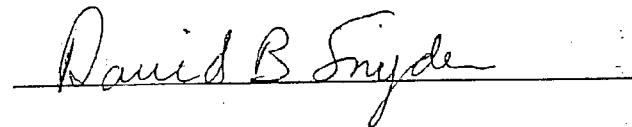
Down payment of \$40,000 and twenty-six(26) weekly payments, twenty-five at \$4,000 and the last payment being \$5,000.

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

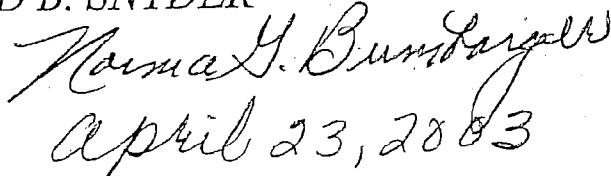
J.R.S. guarantee's title to the timber and will defend such at his own cost, if necessary.



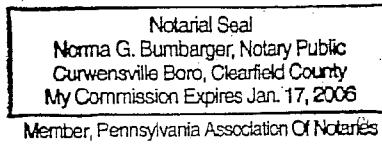
JAMES R. SWATSWORTH



DAVID B. SNYDER



Norma G. Bumbarger
April 23, 2003



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

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER,
Plaintiff

VS.

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM.

Defendants

No. 05-816-CD

Type of Pleading:

PRAECL^E FOR ARGUMENT

Filed on Behalf of:
PLAINTIFF

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

Date: October 19, 2005

FILED 1cc
m110:39601
OCT 20 2005
(614)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER,
Plaintiff

vs.

No. 05-816-CD

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,
Defendants

PRAECIPE FOR ARGUMENT

TO THE PROTHONOTARY:

Please direct the Court Administrator to schedule an argument
in the above captioned matter pursuant to Preliminary Objections filed
by Plaintiff on Defendant's Jame R. Swatsworth's Counterclaim.



S. Casey Bowers
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I do hereby certify that on the 19th day of October, 2005, I served a copy of the within Praeclipe for Argument, by first class mail, postage prepaid, to:

Chris A. Pentz, Esq.
207 E. Market Street
P. O. Box 552
Clearfield, PA 16830



S. Casey Bowers

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER,
Plaintiff

vs.

No. 05-816-CD

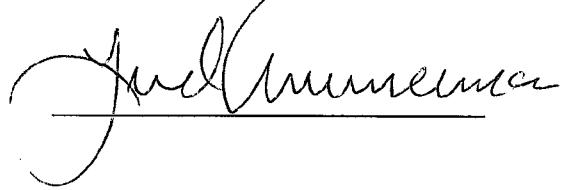
JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,
Defendants

ORDER OF COURT

AND NOW, this 21 day of October, 2005, upon
consideration of the Plaintiff's Preliminary Objections to Defendant,
James R. Swatsworth's Counterclaim,

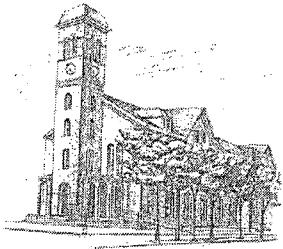
IT IS HEREBY ORDERED that argument on the same is hereby
scheduled for the 18th day of November, 2005, at 9:00 o'clock
a.m., at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



FILED 3cc
01/4/06 Bkt Atty Bowers
OCT 21 2005
JS

William A. Shaw
Prothonotary/Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

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

Sincerely,

William A. Shaw
Prothonotary

You are responsible for serving all appropriate parties.

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

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

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

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER,
Plaintiff

VS.

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,
Defendants

Defendants

No. 05-816-CD

Type of Pleading:

PRELIMINARY OBJECTIONS TO DEFENDANT, JAMES R. SWATSWORTH'S COUNTER- CLAIM

Filed on Behalf of:
PLAINTIFF

Counsel of Record for
This Party:

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

Date: October 19, 2005

FILED
m 10:39 AM
OCT 20 2005
cc Atty
60

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER,

Plaintiff

vs.

No. 05-816-CD

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,

Defendants

PRELIMINARY OBJECTIONS TO DEFENDANT
JAMES R. SWATSWORTH'S COUNTERCLAIM

AND NOW, comes the Plaintiff, DAVID B. SNYDER, individually and trading and doing business as SNYDER LUMBER ("Snyder"), by and through his attorneys, HANAK, GUIDO AND TALADAY and hereby files Preliminary Objections to Defendant James R. Swatsworth's Counterclaim, representing as follows:

1. Pa.R.C.P. 1028(a) provides:

"Preliminary objections may be filed by any party to any pleading and are limited to the following grounds:

- (2) failure of a pleading to conform to law or rule of court or inclusion of scandalous or impertinent matter;
- (3) insufficient specificity and pleading; [and]
- (4) legal insufficiency of a pleading (demurrer)"

Failure to Conform with Law or Rule of Court
Specific Statement of Time

2. Snyder incorporates all prior paragraphs herein.

3. In Count I of James Swatsworth's Counterclaim, Swatsworth alleges that Snyder cut and removed timber "after the expiration of the Timber Agreement between the parties."

4. Pa.R.C.P. Rule 1019(f) provides that averments of time, place and items of special damages shall be specifically stated.

5. Swatsworth failed to specifically state the time that Snyder allegedly cut and removed the timber. Further, Swatsworth failed to state a specific time and date that the Timber Agreement allegedly expired.

6. As such, Count I of Swatsworth Counterclaim does not comply with Pa.R.C.P. 1019(f).

WHEREFORE, Snyder respectfully requests this Honorable Court to strike Count I of Swatsworth Counterclaim from the record and dismiss same with prejudice.

**Failure to Comply with
Rule of Law/Written or Oral Agreement**

7. Paragraphs 1 through 6 are incorporated herein by reference as though fully set forth at length.

8. Pa.R.C.P. 1019(h) provides:

When any claim or defense is based on an agreement, the pleading shall state specifically if the agreement is oral or written.

9. In Paragraph 13 of Swatsworth's Counterclaim, Swatsworth alleges that a contract regarding the removal of pulp wood existed between the parties. Swatsworth fails to state whether said alleged agreement was oral or written.

10. As such, Count II of Swatsworth's Counterclaim does not comply with Pa.R.C.P. 1019(h).

WHEREFORE, Snyder respectfully requests this Honorable Court to strike Count II of Swatsworth's Counterclaim from the record and dismiss same with prejudice.

Legal Insufficiency

11. Paragraphs 1 through 10 are incorporated herein by reference as though fully set forth at length.

12. In Count II of this Counterclaim, Swatsworth alleges that Snyder breached a contract between the parties in that Snyder agreed to pay Swatsworth \$1.00 for every ton of pulp wood removed from the Rishel property and failed to do so.

13. In so alleging, Swatsworth fails to state what, if any, consideration was given to Snyder in exchange for his alleged promise to pay Swatsworth for pulp wood removed.

14. Accordingly, Swatsworth has failed to plead that any pulp wood contract existed between the parties.

WHEREFORE, Snyder respectfully requests this Honorable Court to strike Count II of Swatsworth's Counterclaim from the record and dismiss same with prejudice.

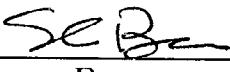


S. Casey Bowers
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I do hereby certify that on the 19th day of October, 2005, I served a copy of the within Preliminary Objections to Defendant, James R. Swatsworth's Counterclaim, by first class mail, postage prepaid, to:

Chris A. Pentz, Esq.
207 E. Market Street
P. O. Box 552
Clearfield, PA 16830



S. Casey Bowers

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

DAVID B. SNYDER, i/t/b/d/a
SNYDER LUMBER,

Plaintiff

*
*
*
*

VS

* No. 2005-816 -C.D.

*

*

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,

Defendants

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*
*
*

* Type of Case: Civil

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Date: 11-14-05

FILED 3cc
11/14/05 Atty Pentz
NOV 14 2005
(68)

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID B. SNYDER i/t/d/b/a *
SNYDER LUMBER, *
Plaintiff *
vs. * 05-816-CD
*
*
*
*
JAMES R. SWATSWORTH, RODNEY, *
SWATSWORTH and ORAN BLOOM, *
Defendants *

PETITION FOR CONTINUANCE

1. The Petitioner is Chris A. Pentz, attorney for the defendants in the above captioned matter.
2. The matter is scheduled for hearing on Preliminary Objections filed by Plaintiff for November 18, 2005 at 9:00 A.M.
3. Your Petitioner has been previously scheduled for a criminal jury trial on the date and time
4. Opposing counsel has indicated by phone that he does not oppose this request.

WHEREFORE, Petitioner respectfully requests Your Honorable Court to continue the Summary Hearing scheduled for September 18, 2005 at 9:00 AM.

Respectfully submitted this 17 day of November, 2005.


Chris A. Pentz
Attorney for Defendants

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

DAVID B. SNYDER i/t/d/b/a
SNYDER LUMBER,
Plaintiff
vs.

*
*
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*
*
*

05-816-CD

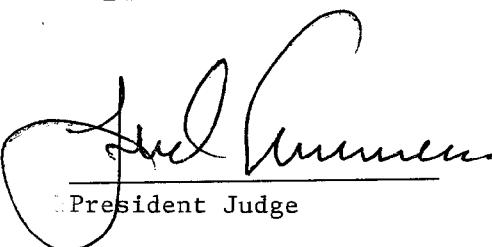
JAMES R. SWATSWORTH, RODNEY,
SWATSWORTH and ORAN BLOOM,
Defendants

*
*
*

ORDER

AND NOW, this 17th day of November, 2005 the continuance
request is hereby granted to the 16th day of
December, 2005 at 2:00 o'clock
P. M. in Courtroom number 1.

BY THE COURT


President Judge

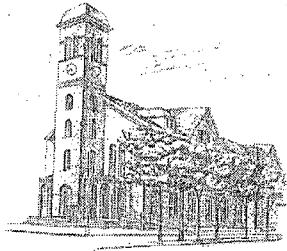
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0138cm

NOV 22 2005

3cc Atty Pentz

William A. Shaw
Prothonotary



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

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

Sincerely,

William A. Shaw
Prothonotary

You are responsible for serving all appropriate parties.

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

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

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

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER,
Plaintiff

Plaintiff

VS

* No. 2005- 816 -C.D.

JAMES SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,

Defendants

* Type of Case: Civil

* Type of Pleading: Substitute

* Verification

* Filed on Behalf of: Defendant,
* James Swatsworth

* Counsel of Record for this Party:

* CHRIS A BENTZ Esquire

* Supreme Court I.D. # 39232
* 207 East Market Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

Date: 12-08-05

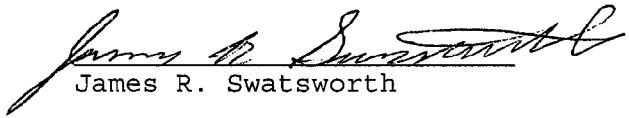
FILED 1cc
01/31/01 Atty Perez
DEC 08 2005 fsw

William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

I, JAMES R. SWATSWORTH, verify that the statements made in this ANSWER AND COUNTERCLAIM 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.

12-08-05
Date


James R. Swatsworth

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

DAVID B. SNYDER, i/t/d/b/a *
SNYDER LUMBER, *
Plaintiff *
*
vs * No. 05-816-C.D.
*

JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants *

* Type of Case: Civil

* Type of Pleading: Answer to
* Preliminary Objections to
* Defendant, James R. Swatsworth's
* Counterclaim

* Filed on Behalf of: Defendant
* James R. Swatsworth

* Counsel of Record for this Party:
* CHRIS A. PENTZ, Esquire
*
* Supreme Court I.D. # 39232
* 207 East Market Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000
*

FILED
NCC.
02/18 LM
DEC 16 2005


William A. Shaw
Prothonotary

Date: 12/16/05

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

DAVID B. SNYDER,i/t/d/b/a *
SNYDER LUMBER, *
Plaintiff *
*
vs * No. 05-816-C.D.
*
JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants *

ANSWER TO PRELIMINARY OBJECTIONS TO DEFENDANT
JAMES R. SWATSWORTH'S COUNTERCLAIM

1. No Response required.

Failure to Conform with Law or
Rule of Court to Specific Statement of Time.

2. No response required.

3. Paragraph 3 is admitted.

4. Paragraph 4 is admitted.

5. Swatsworth is unable to provide a specific time as to when timber was cut and/or removed other than being after the expiration of the Agreement which is the relevant time. The Agreement speaks for itself in that it is dated October 9, 2002 and provides for a maximum cutting time of one year six months.

6. No response required.

WHEREFORE, Swatsworth respectfully requests Your Honorable Court to deny Snyder's Preliminary Objections.

Failure to Comply with
Rule of Law/Written or Oral Agreement

7. Paragraphs 1 through 6 of this Answer are incorporated herein by reference as though set forth in full.

8. No response required.

9. Paragraph 9 is admitted. By way of further answer the contract to remove the pulpwood was an oral contract.

10. No response required.

WHEREFORE, Swatsworth respectfully requests Your Honorable Court to deny Plaintiff's Preliminary Objections in light of the answer set forth in Paragraph 9 above.

Legal Insufficiency

11. Paragraphs 1 through 10 of this answer are incorporated herein by reference as though set forth in full.

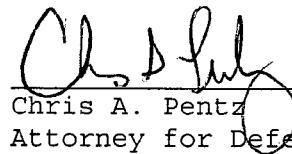
12. Paragraph 12 is admitted.

13. Paragraph 13 is denied. Snyder taking possession of the pulpwood represented the consideration on behalf of Swatsworth.

14. No response required.

WHEREFORE, Swatsworth respectfully requests Your Honorable Court To deny the Plaintiff's Preliminary Objections.

Respectfully submitted this 16 day of December, 2005.



Chris A. Pentz
Attorney for Defendants

VERIFICATION

I, Chris A. Pentz, have read the foregoing Answer to Preliminary Objections to Defendant, James R. Swatsworth's Counterclaim. The statements therein are correct to the best of my personal knowledge or information and belief.

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

I am authorized to make this verification on behalf of Defendant because of my position as counsel of record.

Dated: 12/16/85


Chris A. Pentz
207 East Market Street
Clearfield PA 16830
814 765-4000
I. D. # 39232

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

DAVID B. SNYDER, i/t/d/b/a *
SNYDER LUMBER, *
Plaintiff *
*
vs * No. 05-816-C.D.

JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants *

* Type of Case: Civil

- * **Type of Pleading:** Certificate of
- * Service

* Filed on Behalf of: Defendant
* James R. Swatsworth

* Counsel of Record for this Party:

* CHRIS A. PENTZ, Esquire

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William A. Shaw
Prothonotary

Date: 12/16/05

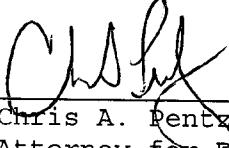
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

DAVID B. SNYDER, i/t/d/b/a, *
SNYDER LUMBER, *
Plaintiff *
*
vs * No. 2005 - 816 - C.D.
*
*
*
JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants *
*

CERTIFICATE OF SERVICE

I do hereby certify that on the 16th day of December, 2005, a copy of Defendant, James R. Swatsworth's Answer to Preliminary Objections to Defendant James R. Swatsworth, s Counterclaim was personally served upon:

Attorney S. Casey Bowers
498 Jeffers Street
DuBois PA 15801



Chris A. Bentz
Attorney for Defendant

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

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER

-vs-

No. 05-816-CD

JAMES R. SWATSWORTH, RODNEY
SWATSWORTH and ORAN BLOOM

FILED

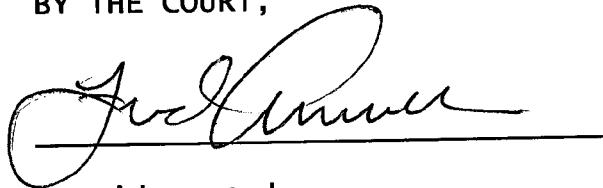
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DEC 20 2005

William A. Shaw
Prothonotary/Clerk of Courts
3CC Attn: Bowers
Pentz

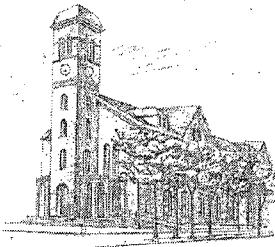
O R D E R

NOW, this 16th day of December, 2005, this being the date set for argument on Plaintiff's Preliminary Objections to Defendant James R. Swatsworth's Counterclaim; allegations and information contained within the said Defendant's Answer to Preliminary Objections having effectively dealt with the legal issues contained within the Preliminary Objections, it is the ORDER of this Court that said Preliminary Objections be and are hereby dismissed.

BY THE COURT,



President Judge



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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

Sincerely,

Wilh. Böhr

William A. Shaw
Prothonotary

DATE: 12/20/05

You are responsible for serving all appropriate parties.

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

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

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

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER,
Plaintiff

vs.

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,
Defendants

No. 05-816-CD

Type of Pleading:

**PLAINTIFF'S ANSWER AND
NEW MATTER AS TO
COUNTERCLAIM**

Filed on Behalf of:
PLAINTIFF

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

Date: 1/23/06

FILED *no cc*
M 10:3764
JAN 24 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER, :
Plaintiff :
vs. : No. 05-816-CD
JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM, :
Defendants :

PLAINTIFF'S ANSWER AND
NEW MATTER AS TO COUNTERCLAIM

AND NOW, comes the Plaintiff, DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER ("Snyder"), by and through his attorneys, HANAK,
GUIDO AND TALADAY and files this Answer and New Matter as to
Defendant, JAMES R. SWATSWORTH ("Swatsworth") averring as
follows:

Counterclaim I
Conversion

10. Paragraph 10 requires no response.
11. Admitted and denied. It is admitted that Snyder cut timber
in the areas described in this paragraph. As stated in Snyder's New
Matter as to Counterclaim, it is denied that any timber removed by
Snyder was taken after the operative Timber Agreement. It is further
denied that the fair market value of the timber removed was
\$10,300.00.

WHEREFORE, Defendant on the Counterclaim, David B. Snyder, demands judgment in his favor and against the Plaintiff on the Counterclaim, James R. Swatsworth.

Counterclaim II
Breach of Contract

12. All prior paragraphs are incorporated herein.
13. Admitted. By way of further answer, Swatsworth received full payment due him under the terms of this Agreement.
14. Denied. It is denied that Snyder wrongfully removed any pulp wood. It is further denied that the fair market value of any pulp wood removed was \$7,000.00.
15. Admitted. By way of further answer, this amount represented full payment due Swatsworth under the terms of the pulp wood agreement.

WHEREFORE, Defendant on the Counterclaim, David B. Snyder, demands judgment in his favor and against the Plaintiff on the Counterclaim, James R. Swatsworth.

Counterclaim III
Breach of Contract

16. All prior paragraphs are incorporated herein.
17. Denied for reasons set forth in Snyder's New Matter as to Counterclaim.

WHEREFORE, Defendant on the Counterclaim, David B. Snyder, demands judgment in his favor and against the Plaintiff on the Counterclaim, James R. Swatsworth.

**NEW MATTER AS
TO COUNTERCLAIM**

18. All prior paragraphs are incorporated herein.
19. As set forth in Paragraph 5 of Swatsworth's Answer, Swatsworth entered into a Timber Purchase Agreement with Rishel Enterprises. A true and correct copy of said agreement is attached hereto and marked as Exhibit "A".
20. Swatsworth then assigned his interest in the Rishel Timber Agreement to Snyder by Agreement dated April 23, 2003. A true and correct copy of said agreement is attached hereto and marked as Exhibit "B".
21. Under the terms of said Agreement, Swatsworth guaranteed title to the timber in question. Swatsworth is in breach of this agreement in that parcels of the real property subject to the agreement were sold to third parties before Snyder had opportunity to remove timber from said parcels.
22. Snyder and Swatsworth also entered into an oral agreement whereby Snyder agreed to pay Swatsworth \$1.00 for every ton of pulpwood removed. In exchange for said payment, Swatsworth agreed to supervise Snyder's contract loggers working on the subject property.

23. Snyder and his contract loggers began to remove timber pursuant to the Timber Agreement between Snyder and Swatsworth.

24. Due to Swatsworth's lack of oversight of Snyder's loggers, Snyder was sued by Rishel Enterprises at Docket No. 03-926-CD for allegedly removing undersized logs.

25. Snyder and Rishel Enterprises entered into a Settlement Agreement dated April 20, 2004, whereby Snyder agreed to pay Rishel Enterprises \$7,217.00 in exchange for the right to remove all timber 12 inches DBH and greater from the subject property. Said Settlement Agreement is attached hereto and marked as Exhibit "C"

26. This Settlement Agreement was later modified by correspondence of counsel dated November 10, 2004 and November 16, 2004. Said letters are attached hereto and marked as Exhibit "D" and "E", respectively.

27. The timber removed as alleged in Swatsworth's Counterclaim was removed in accordance with Snyder's modified Settlement Agreement with Rishel Enterprises, the property owner.

WHEREFORE, Defendant on the Counterclaim, David B. Snyder, demands judgment in his favor and against the Plaintiff on the Counterclaim, James R. Swatsworth.



S. Casey Bowers
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that on the 23rd day of January, 2006, I served a copy of the within Plaintiff's Answer and New Matter as to Counterclaim by first class mail, postage prepaid, upon the following:

Chris A. Pentz, Esq.
207 E. Market Street
P. O. Box 552
Clearfield, PA 16830



S. Casey Bowers

VERIFICATION

I, DAVID B. SNYDER, verify that the statements in the foregoing PLAINTIFF'S ANSWER AND NEW MATTER AS TO COUNTERCLAIM are true and correct to the best of my knowledge, information and belief.

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

DATE: 11/20/06

David B. Snyder
David B. Snyder

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

TIMBER AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____

BETWEEN

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

SITUATED IN:

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

HEREINAFTER referred to as LESSOR(S)

AND

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

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

AND

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

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

Terms:

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

Lessee _____
JAMES R. SWATSWORTH

Lessor(s) _____

HEREINAFTER referred to as LESSEE

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

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

In consideration whereof, the Lessee agreed to the following:

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

Timber to be harvested:

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

*Lessee _____
JAMES R. SWATSWORTH*

*Lessor(s) _____
_____*

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

TIMBER AGREEMENT

THIS AGREEMENT, made and entered into this 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.

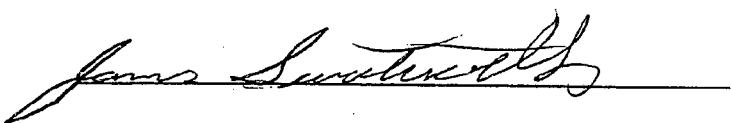
David B. Snyder holds the right to all logs with a diameter of nine (9) inches and up.

- **PAYMENT:**

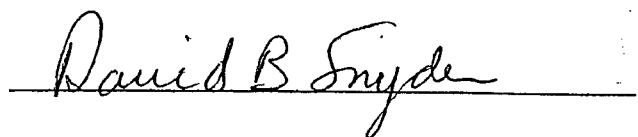
Down payment of \$40,000 and twenty-six(26) weekly payments, twenty-five at \$4,000 and the last payment being \$5,000.

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

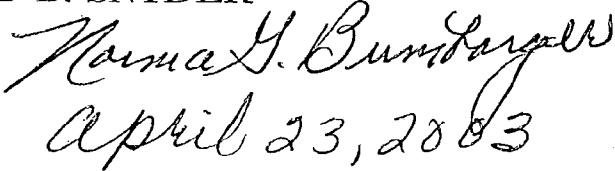
J.R.S. guarantee's title to the timber and will defend such at his own cost, if necessary.



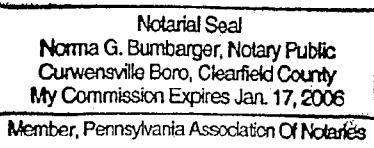
JAMES R. SWATSWORTH



DAVID B. SNYDER



Norma G. Bumbarger
April 23, 2003



AGREEMENT OF SETTLEMENT

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

-AND-

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

Background

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

David B Snyder (SEAL)
David B. Snyder

RISHEL ENTERPRISES, INC., by:

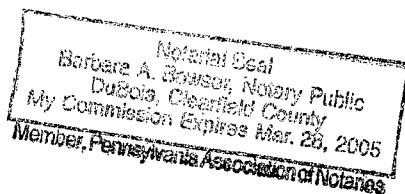
John M. West / Karen Bus. (SEAL)

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF CLEARFIELD :
:

On this, the 7th day of April, 2004, before me the
undersigned officer, a notary public, personally appeared DAVID B.
SNYDER, known to me (or satisfactorily proven) to be the person
whose name is subscribed to the within instrument, and
acknowledged that he executed the same for the purpose therein
contained.

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

Barbara A. Bousier
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.

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

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

Jennifer L. Royer
Notary Public

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

HANAK, GUIDO and TALADAY
Attorneys at Law

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

Nicole Hanak Bankovich
S. Casey Bowers

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

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

November 10, 2004

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

Re: Rishel v. Snyder

Dear Jim:

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

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

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

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

Sincerely,



S. Casey Bowers

SCB/bab
cc: David Snyder

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

ASSOCIATE
LINDA C. LEWIS

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

November 16, 2004

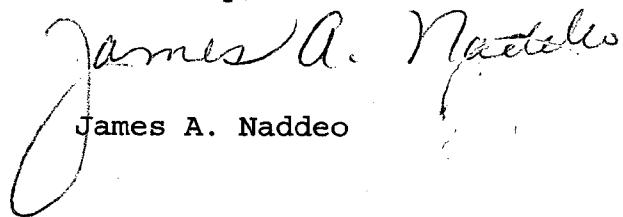
S. Casey Bowers, Esquire
HANAK, GUIDO and TALADAY
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

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

Dear Casey:

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

Sincerely,


James A. Naddeo

JAN/jlr

Enclosure

cc: Rishel Enterprises

EXHIBIT "E"

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

DAVID D. SNYDER, i/t/d/b/a/
SNYDER LUMBER, Plaintiff

VS

* No. 2005- 816 -CD

JAMES R. SWATSWORTH, RODNEY
SWATSWORTH and ORAN BLOOM,
Defendants

* Type of Case: Contract

* Type of Pleading: Reply to
* New Matter of Plaintiff

* Filed on Behalf of: Defendant
* James R. Swatsworth

* Counsel of Record for this Party:

Chris A. Pentz

* CHRIS A. PENTZ, Esquire
* Supreme Court I.D. # 39232
* 207 East Market Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

* Filed by:

Chris A. Pentz

* Chris A. Pentz, Esquire
* 207 East Market Street
* P. O. Box 552
* Clearfield, PA 16830
* 814 765-4000

FILED
01/10/46234 2cc
MAY 17 2006 *Chris A. Pentz*
(cm)

William A. Shaw
Prothonotary/Clerk of Courts

Date: 5-17-06

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

*
DAVID D. SNYDER, i/t/d/b/a/ *
SNYDER LUMBER, Plaintiff *
*
vs * NO. 2005- 816 -CD
*
*
JAMES R. SWATSWORTH, RODNEY *
SWATSWORTH and ORAN BLOOM, *
Defendants *

REPLY TO NEW MATTER

18. Defendant James R. Swatsworth incorporates paragraphs 1 through 17 of his Answer to Complaint and Counterclaims.

19. Paragraph 19 is admitted.

20. Paragraph 20 is denied. Defendant James R. Swatsworth did not assign all of his interests under the Rishel Timber Agreement. The date of the Assignment is October 8, 2002. It is admitted that a partial assignment did occur.

21. Paragraph 21 is admitted in part and denied in part. It is admitted that Defendant James R. Swatsworth guaranteed title. It is denied that any parcels were sold during the term of the Agreement.

22. Paragraph 22 is admitted in part and denied in part. It is admitted that the price per ton for the pulpwood was \$1.00/ton. It is denied that Defendant James R. Swatsworth agreed to supervise Snyder's contract loggers.

23. Paragraph 23 is admitted.

24. Paragraph 24 is admitted in part and denied in part.

It is admitted that Snyder has been sued by Rishel Enterprises.

It is denied that Defendant James R. Swatsworth agreed to supervise Snyder's contract loggers.

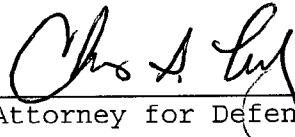
25. Paragraph 25 is denied. After reasonable investigation the Defendant James R. Swatsworth is without sufficient knowledge or information to form a belief to the averment since Defendant James R. Swatsworth is not a party to the agreement in question.

26. Paragraph 26 is denied. After reasonable investigation the Defendant James R. Swatsworth is without sufficient knowledge or information to form a belief to the averment since Defendant James R. Swatsworth is not a party to the agreement in question.

27. Paragraph 27 is denied. After reasonable investigation the Defendant James R. Swatsworth is without sufficient knowledge or information to form a belief to the averment since Defendant James R. Swatsworth is not a party to the agreement in question.

WHEREFORE, Defendant James R. Swatsworth requests the relief set forth in his Answer and Counterclaims.

Respectfully submitted this 17 day of May, 2006.



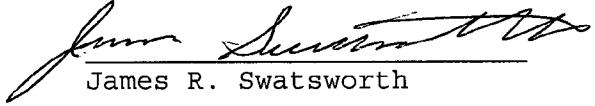
Attorney for Defendant
James R. Swatsworth
Chris A. Pentz, Esq.
207 East Market Street
Clearfield PA 16830
814 765-4000
I.D. # 39232

VERIFICATION

I, JAMES R. SWATSWORTH, verify that the statements made in this REPLY TO NEW MATTER 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.

5-17-06

Date


James R. Swatsworth

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

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER, : No. 05-816-CD
Plaintiff :
vs. : Type of Pleading:
: **MOTION TO WITHDRAW
AS COUNSEL**
JAMES R. SWATSWORTH, :
RODNEY SWATSWORTH and :
ORAN BLOOM, :
Defendants : Filed on Behalf of:
: Movant, S. Casey Bowers and
: the Law Offices of Hanak, Guido &
: Taladay
:

FILED
m112303A
MAR 26 2007
1CC
Atty Bowers
60

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID B. SNYDER, i/t/d/b/a	:	
SNYDER LUMBER,	:	No. 05-816-CD
Plaintiff	:	
vs.	:	
JAMES R. SWATSWORTH,	:	
RODNEY SWATSWORTH and	:	
ORAN BLOOM,	:	
Defendants	:	

MOTION TO WITHDRAW AS COUNSEL

AND NOW, comes Movant, S. Casey Bowers, Esquire and the law firm of Hanak, Guido and Taladay, who moves this Honorable Court to withdraw as counsel for Plaintiff, DAVID B. SNYDER, in the above captioned matter and in support thereof, the following is averred:

1. Plaintiff, David B. Snyder and the undersigned entered into a fee agreement wherein Plaintiff agreed to pay a specified sum of money for legal representation and court costs.
2. The undersigned counsel, and the law firm of Hanak, Guido and Taladay, conducted on-going litigation, settlement negotiations and prepared and filed documents on behalf of Snyder.
3. Despite an understanding requiring payment by Snyder for professional services on an hourly fee basis, and despite repeated written

and oral demands, movant has not received payments on the fees and costs advanced on behalf of Snyder.

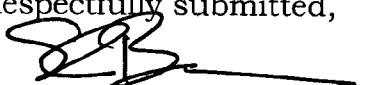
4. Snyder has been notified of his failure to fill his obligation to the undersigned and has been given written warning that the undersigned will withdraw as counsel unless he fulfills said obligation.

5. Continued representation of Snyder without payment of fees and costs or the prospect of such payments, has resulted in an unreasonable financial burden to the undersigned, and to the law firm of Hanak, Guido & Taladay.

6. Good cause exists under Rule 1.16(b)(4) of the Pennsylvania Rules of Professional Conduct for the undersigned counsel's withdrawal insofar as Snyder has failed to fulfill his obligation to the undersigned counsel.

WHEREFORE, the undersigned counsel requests that this Honorable Court grant him and the law firm of Hanak, Guido & Taladay withdraw his appearance on behalf of Snyder in this action, as it appears that the client can not abide by the terms of the fee agreement governing representation.

Respectfully submitted,



S. Casey Bowers
Attorney for Defendant

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

DAVID B. SNYDER, i/t/d/b/a
SNYDER LUMBER,
Plaintiff

vs.

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,
Defendants

: No. 05-816-CD

: Type of Pleading:

CERTIFICATE OF SERVICE

Date: March 23, 2007

FILED ^{ICC}
MAY 12 2007 *Atty Bowers*
MAR 26 2007
CM

William A. Shaw
Prothonotary/Clerk of Courts

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

CERTIFICATE OF SERVICE

I do hereby certify that on the 23rd day of March, 2007, a copy of the foregoing Motion to Withdraw as Counsel was forwarded, by first class mail, postage prepaid, to:

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

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

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


S. Casey Bowers

54

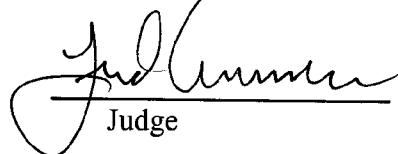
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION-LAW

DAVID B. SNYDER, i/t/d/b/a :
SNYDER LUMBER, : No. 05-816-CD
Plaintiff :
vs. :
: :
JAMES R. SWATSWORTH, :
RODNEY SWATSWORTH and :
ORAN BLOOM, :
Defendants :
:

ORDER OF COURT

AND NOW, this 28 day of March, 2007, upon consideration
of the foregoing Motion to Withdraw as Counsel, it is hereby ordered that
S. Casey Bowers and the law firm of Hanak, Guido & Taladay be granted
the relief sought therein and are hereby withdrawn as counsel for David
B. Snyder.

BY THE COURT:


Judge

FILED
01/02/2007
MAR 29 2007
1CC Atty Bowers
1CC David Snyder
William A. Shaw
Prothonotary/Clerk of Courts
Reynoldsburg, PA
13851
(GW)

DATE 3/28/07

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

Probationary/Clerk of Courts
William A. Slaty

MAR 29 2007

FILED

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

DAVID D. SNYDER, i/t/d/b/a/
SNYDER LUMBER, Plaintiff

vs

No. 2005- 816 - CD

JAMES R. SWATSWORTH, RODNEY
SWATSWORTH and ORAN BLOOM,
Defendants

* Type of Case: Contract

- * Type of Pleading: Praecept
- * to List for Trial

* Filed on Behalf of: Defendants

* Counsel of Record for this Party:

* CHRIS A. RENTZ, Esquire
* Supreme Court I.D. # 39232
* 207 East Market Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

* Filed by:

* Chris A. Pentz, Esquire
* 207 East Market Street
* P. O. Box 552
* Clearfield, PA 16830
* 814 765-4000

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

DAVID B. SNYDER, i/t/d/b/a
SUNDER LUMBER,
Plaintiff

vs NO. 2005-816-CD

JAMES R. SWATSWORTH, RODNEY
SWATSWORTH, and ORAN BLOOM
Defendants

PRAECIPE TO LIST FOR TRIAL

To: The Prothonotary

Please list the above-captioned matter for trial on:

1. (a) No Motions are outstanding and Discovery
has been completed and the case is ready for trial; or

(b) No Motions are outstanding and that an
Order of the Court has been entered limiting Discovery to a
period ending more than thirty (30) days prior to the
filing of the Praecipe; and

2. This case is to be heard:

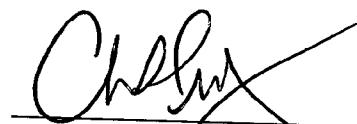
Jury

Non jury

Arbitration

3. Notice of the Praecipe has been given to the
attorney or attorneys representing the other parties or in
the event that the other parties are not represented by
counsel, then directly to such parties.

Respectfully submitted this 20 day of OCT., 2007


Chris A. Bentz
Attorney for the Defendants

01

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

DAVID B. SNYDER, i/t/d/b/a SNYDER LUMBER,

*

*

*

*

*

*

NO. 05-816-CD

Plaintiff

vs.

JAMES R. SWATSWORTH, RODNEY SWATSWORTH
and ORAN BLOOM,

*

*

*

*

*

Defendants

ORDER

AND NOW, this 4th day of December, 2007, it is the ORDER of this Court that
Pre-trial conference in the above matter shall be held on the 15th day of January, 2008
in Chambers at 3:00 p.m.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED
01-44-B-1
DEC 04 2007 Bowers
Pentz

William A. Shaw
Prothonotary/Clerk of Courts *(GK)*

FILED

DEC 04 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/4/07

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney

Special Instructions:

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

DAVID B. SNYDER, t/d/b/a
SNYDER LUMBER,

Plaintiff

vs.

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,

Defendants :

No. 05-816-CD

Type of Pleading:

**PRAECIPE TO
WITHDRAW**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for
This Party:
S. Casey Bowers, Esq.
Supreme Court No. 89032
Hanak, Guido and Taladay
528 Liberty Boulevard
P.O. Box 487
DuBois, PA 15801
814-371-7768

Date: December 12, 2007

FILED *No ce*
10:32 AM
DEC 13 2007
Copy to CIA
5
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID B. SNYDER, t/d/b/a
SNYDER LUMBER, :
Plaintiff :
vs. : No. 05-816-CD
JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM, :
Defendants :

PRAECIPE TO WITHDRAW

TO THE PROTHONOTARY:

In accordance with the Order of this Court dated March 28, 2007,
please withdraw my appearance as counsel on behalf of Plaintiff, David
B. Snyder, in the above captioned matter.



S. Casey Bowers
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

DAVID B. SNYDER, /t/d/b/a
SNYDER LUMBER,

Plaintiff

vs.

No. 05-816-CD

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,

Defendants

CERTIFICATE OF SERVICE

I do hereby certify that on the 12th day of December, 2007, I served a copy of the within Praeclipe to Withdraw, by first class mail, postage prepaid, to:

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

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

David B. Snyder
R.D. #3, Box 331
Reynoldsville, PA 1585



S. Casey Bowers

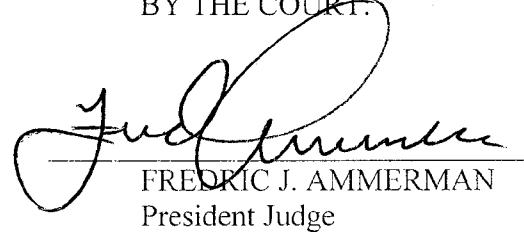
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

DAVID B. SNYDER, I/T/D/B/A :
SNYDER LUMBER :
Plaintiff, :
vs. : NO. 2005-816-C.D.
JAMES R. SWATSWORTH, RODNEY :
SWATSWORTH and ORAN BLOOM :
Defendants,

SCHEDULING ORDER

AND NOW, this 16 day of January 2008, following pre-trial conference, it is the ORDER of the Court that a Civil Bench Trial shall be and is hereby scheduled for the 15th day of May 2008 at 9:00 o'clock A.M. in Courtroom #1 of the Court of Common Pleas of Clearfield County, Pennsylvania.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED *ICC D. Snyder*
014-0074 *1170 Fire Tower Road*
JAN 16 2008 *Reynoldsburg, PA 15851*

William A. Shaw
Prothonotary/Clerk of Courts
ICC Snyder Lumber
RD 3, Box 331
Reynoldsburg, PA 15851

2cc Atty Bentz

(GR)

FILED

JAN 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/16/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) Plaintiff(s), Attorney Other
 Defendant(s) Defendant(s), Attorney

Special Instructions:

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

DAVID B. SNYDER, I/T/D/B/A }
SNYDER LUMBER }
 VS } NO. 05-816-CD
JAMES R. SWATSWORTH, RODNEY }
SWATSWORTH AND ORAN BLOOM }

FILED

MAY 16 2008
0/2:05/08

William A. Shaw
Prothonotary/Clerk of Courts

CLERK TO DUFF L

ATTY DUFF

(60)

O R D E R

NOW, this 15th day of May, 2008, following Bench Trial in the above-captioned matter, it is the ORDER of this Court that counsel for both parties submit appropriate brief within Twenty (20) Days from this date.

BY THE COURT,



President Judge

DATE: 5-16-01

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

R.D. #3 Box 331
REYNOLDSVILLE, PA 15851

FILED

MAY 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

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FILE COPY

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

DAVID B. SNYDER, I/T/D/B/A }
SNYDER LUMBER }
 }
 } NO. 05-816-CD
VS }
JAMES R. SWATSWORTH, RODNEY }
SWATSWORTH AND ORAN BLOOM }

O R D E R

NOW, this 15th day of May, 2008, following Bench Trial in the above-captioned matter, it is the ORDER of this Court that counsel for both parties submit appropriate brief within Twenty (20) Days from this date.

BY THE COURT,

President Judge

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

DAVID B. SNYDER, I/T/D/B/A }
SNYDER LUMBER, }
VS } NO. 05-816-CD
JAMES R. SWATSWORTH, RODNEY }
SWATSWORTH AND ORAN BLOOM }

FILED

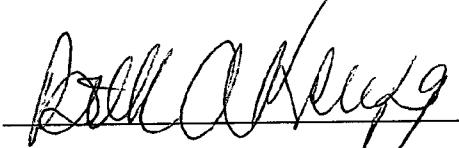
JUL 15 2008
6/15/08 (W)
William A. Shaw
Prothonotary/Clerk of Courts

N O T I C E

In accordance with the Rules of Appellate Procedure, Rule 1922, Notice is hereby given that if no objections are made to the text of the transcript within Five (5) Days after such notice, the transcript in the above-captioned matter will become part of the record upon being filed in the Clerk of Courts' Office.

June 27, 2008

Date


Beth A. Krupa, RPR, CRR
Official Court Reporter

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

DAVID B. SNYDER, i/t/d/b/a/ :
SNYDER LUMBER, :
Plaintiff, :
vs. : NO. 05-816-CD
JAMES R. SWATSWORTH, RODNEY :
SWATSWORTH and ORAN BLOOM, :
Defendants :
UA

OPINION

David B. Snyder, i/t/d/b/a/ Snyder Lumber ("Plaintiff") filed a cause of action for conversion of timber against James Swatsworth, Rodney Swatsworth and Oran Bloom (Collectively "Defendants"). Defendant James Swatsworth ("J. Swatsworth") brought a counterclaim against the Plaintiff claiming breach of contract and conversion. On May 15, 2008 the Plaintiff and the Defendants proceeded with a non-jury trial before this Court based on the claims filed. The Plaintiff testified along with his wife Diane Snyder and Dale Mains, who was formally employed as logger for the Plaintiff on the Swatsworth-Snyder timber project. The Plaintiff entered the following: (*Exhibit No.1*) Timber Agreement dated 10/9/2002; (*Exhibit No. 2*) Payment Plan; (*Exhibit No. 3*) Settlement Agreement dated 4/20/2004; and, (*Exhibit No. 4*) Value of cut logs. Each of the three Defendants presented their

FILED

01/11/08
AUG 21 2008

copies-
See reverse

William A. Shaw
Prothonotary/Clerk of Courts

own testimony. The Defendants entered the following into evidence: (*Exhibit No. 1*) Receipt dated 4/25/2003 and (*Exhibit No. 2*) the Swatsworth/Rishel Agreement.

On October 9, 2002 the Plaintiff entered into a contract with the Defendant J. Swatsworth wherein J. Swatsworth assigned his contractual rights to the Plaintiff. The original parties to the contract were J. Swatsworth and Rishel Enterprise. The Swatsworth-Rishel contract gave J. Swatsworth the right to harvest timber from areas of Rishel Enterprise's property. The timber was to be harvested from the acreage south of Route 879 and north of Route 876 that is west of Bilger Run and Fenton Run. J. Swatsworth agreed to pay Rishel Enterprise \$130,000 for the right to harvest the timber. The payments were divided into a down payment of \$30,000 and twenty-five weekly payments of \$4,000. With the Swatsworth-Snyder contract the Plaintiff as assignee had the same acreage and cutting limitations that were contained in the Swatsworth-Rishel contract but agreed to pay J. Swatsworth \$149,000. According to the Swatsworth-Snyder contract, the Plaintiff was to pay a \$40,000 down payment, \$4,000 weekly payments for twenty-six weeks and a final weekly payment of \$5,000. The first payment was due on October 25, 2002. The Swatsworth-Snyder agreement allotted time was one year with the option of a six-month extension.

The Plaintiff hired subcontract loggers for the project. The subcontractors included Jim Welker, Dale Mains and Clayton Mains. The Defendants also cut timber from time to time for the Plaintiff. The majority of the hauling and harvesting of the timber was accomplished by the subcontractors. Around the third week of April, 2003 there was a dispute regarding the size of the trees being cut and Jim Rishel of Rishel Enterprise expelled the Plaintiff's subcontracting crew from the property. The Plaintiff was also expelled and was unable to retrieve timber left on the property. Rishel Enterprise sued the Plaintiff for breach of contract

alleging trees less than 12 inches were being improperly cut. On April 20, 2004 the lawsuit was settled out of court, as Rishel Enterprise and the Plaintiff entered into a modified agreement under which the Plaintiff paid \$7,217 in restitution. The Plaintiff was given two hundred and forty days to harvest timber from the Rishel Enterprise's property, north of Route 879, and was also entitled to remove the timber harvested under the previous agreement. The Plaintiff's crew then returned to the property to harvest timber. Approximately two to three days after returning the Plaintiff and his crew were again expelled from the property, this time by J. Swatsworth, for allegedly cutting trees less than 12 inches. The Plaintiff then filed this lawsuit seeking damages for the cut timber remaining on Rishel Enterprise's property that he was precluded from recovering.

In a non-jury trial, the judge sits as the fact-finder and must evaluate credibility of the witnesses' testimony and probative value of the evidence presented. *Bonenberger v. Nationwide Mutual Insurance Company*, 791 A.2d 378 (Pa. Super. 2002). In assessing credibility the judge is free to believe all, part or none of the testimony or evidence submitted by the parties. *In re Funds in the Possession of Conemaugh Township Supervisors*, 753 A.2d 788 (Pa. 2000); *L.B. Foster Co. v. Charles Caracciolo Steel & Metal Yard Inc.*, 777 A.2d 1090 (Pa. Super. 2001). A Breach of contract is a "...[v]iolation of a contractual obligation by failing to perform one's own promise, by repudiating it, or by interfering with another party's performance." *Black's Law Dictionary* (8th ed. 2004). "A breach may be one by non-performance, or by repudiation, or by both. Every breach gives rise to a claim for damages, and may give rise to other remedies. Even if the injured party sustains no pecuniary loss or is unable to show such loss with sufficient certainty, he has at least a claim for nominal damages.

If a court chooses to ignore a trifling departure, there is no breach and no claim arises.”

Restatement (Second) Contracts § 236 cmt. a (1979).

The Plaintiff is seeking damages pursuant to 42 Pa.C.S.A. §8311 which provides a right for damages in actions for the conversion of timber:

“(a) General rule. In lieu of all other damages or civil remedies provided by law, a person who cuts or removes the timber of another person without the consent of that person shall be liable to that person in a civil action for an amount of damages equal to:

(1) The usual and customary costs of establishing the value of the timber cut or removed and of complying with the erosion and sedimentation control regulations contained in 25 Pa. Code Ch. 102 (relating to erosion control);

(1.1) the cost of any surveys obtained in connection with the civil action; and

(2) one of the following:

(i) three times the market value of the timber cut or removed if the act is determined to have been deliberate;

(ii) two times the market value of the timber cut or removed if the act is determined to have been negligent; or

(iii) the market value of the timber cut or removed if the defendant is determined to have had a reasonable basis for believing that the land on which the act was committed was his or that of the person in whose service or by whose direction the act was done.”

According to the Plaintiff, the Defendants without his authority took approximately nine loads of timber that remained on the property for which he was never compensated. The Plaintiff testified at trial that on April 25, 2003 he was on the Rishel Enterprise property to pay the final \$5,000 installment of the Swatsworth-Synder contract. While on the property he measured timber that had been harvested and piled by his crew before they were locked out. Based on the field notes taken that day the Plaintiff was able to provide to this Court the actual species and measurements of his timber left on the property. “[T]here were 5,640 board feet of the hard maple at \$350 a thousand was \$1,974. There was \$4,280 feet of black cherry,

\$750 a thousand, that's \$3,210. Northern red oak, 9,724 board feet at 450 a thousand is \$4,375.80. Soft maple, 6,135 board feet, \$300 a thousand, \$1,840.50. Black birch, 1,420 feet and hundred dollars a thousand, \$142. Beech, 845 broad feet, hundred dollars a thousand is \$84.50 and polar 1,570 board feet, \$250 a thousand, \$392.50." *Snyder Trial Testimony* at pp. 23-25 (emphasis added). See also *Plaintiff's Exhibit No. 4*. The Plaintiff provided a grand total of \$12,019.30 based on the market price of the timber at that time. The market value is the value of the standing timber at the local market prices for the species and quality of the timber cut or removed at the time it was cut or removed. 42 Pa.C.S.A . §8311(c). While investigating the size of the trees being cut by his crew the Plaintiff saw the Defendants removing some of his timber harvested under his contract with J. Swatsworth. " They had Oran's log skidder in there and they had the Swatsworth's truck hauling them away." *Snyder Trial Testimony* at pp. 30-33. The Plaintiff's witness Dale Mains ("Mains") testified that after being evicted from Rishel Enterprise's property he had a conversation with J. Swatsworth during which J. Swatsworth stated he was going to sell the timber Mains left stacked on the property. *Dale Mains Trial Testimony* at pp. 78-81.

At trial the Defendants denied they had taken the timber. Instead, the Defendants assert that the timber being hauled during August 2004 was harvested from the adjoining property known as the "Thompson property". J. Swatsworth claimed that he used Rishel Enterprise's property to haul timber from the adjoining property because it was the easiest way and Ken Rishel being his brother-in-law was cooperative. *Swatsworth Trial Testimony* at pp. 123-24. See also *Rodney Swatsworth Trial Testimony* at pp. 109-110.

After listening attentively to the testimony of the parties and upon close examination of the evidence presented, this Court finds in favor of the Plaintiff's cause of action for

conversion of timber pursuant to the Swatsworth-Snyder assignment contract. Upon fair evaluation and weighing of the testimony, this Court considers the Plaintiff and his witnesses more credible than the Defendants, and assigns greater weight to their testimony. The Plaintiff, who has been in the timber business for 40 years, was able to provide a detailed description of the nine loads of timber remaining on Rishel Enterprise's property. The seemingly neutral testimony of Mains aids in bolstering the Plaintiff's account of the material facts of the case. Mains established that he was unable to retrieve stacks of timber he harvested during the length of the Swatsworth-Snyder contract. Mains also established that J. Swatsworth discussed removing timber not hauled from the property and promised to pay him for the timber he harvested after the Plaintiff's crew was locked out. The Defendants' claim that the timber being hauled from Rishel Enterprise's property was harvested from adjoining property during the August 2004 period seems unlikely. The Defendants did not provide any evidence to attest to the claim that they were contracted to harvest timber from the adjoining property. J. Swatsworth's testimony that they simply left the stacks of valuable timber to remain on the property to deteriorate for years before removal as pulpwood and to clear the property for safety is less credible. A cumulative review of the evidence presented throughout trial leads this Court to find that the Defendants deliberately removed timber belonging to the Plaintiff that was properly harvested in accordance with the Swatsworth-Snyder agreement. The Plaintiff neither authorized the removal nor was compensated for the timber unlawfully taken by the Defendants. As such, the Plaintiff as a matter of law is entitled to damages in the amount of \$36,057.90 (\$12,019.30 x 3) pursuant to 42 Pa.C.S.A §8311(a)(2)(i) for the nine loads of timber he witnessed being removed by the Defendants.

The Defendant J. Swatsworth filed a counterclaim against the Plaintiff alleging breach of contract and conversion. According to J. Swatsworth the Plaintiff is liable for damages due for: (1) failing to pay the final installment of the Swatsworth-Snyder contract of \$5,000, (2) failing to pay for all the pulpwood removed; and (3) removing timber beyond the time period contractually allowed. It is the opinion of this Court that J. Swatsworth failed to establish his counterclaims at trial.

J. Swatsworth claims a right to damages in the amount of \$5,000 because the Plaintiff breached the contract by failing to provide the final installment payment. Entered into evidence at trial was a copy of a receipt purported to be signed by J. Swatsworth indicating the final payment of \$5,000 was made in cash. *Defendant's Exhibit No. 1.* J. Swatsworth rejected the receipt provided at trial as a fraud. Although the Defendant testified that he did not sign a receipt for the Plaintiff's final payment, he also testified that the signature on the Plaintiff's receipt presented to this Court was in fact his signature. It seems unlikely that the Plaintiff would have paid the Defendant over \$140,000 for the right to harvest timber but refuse the pay the final payment of merely \$5,000. This Court finds that the Defendant is not entitled to \$5,000 for breach of contract based on the Plaintiff's testimony and the receipt, which this Court deems credible. The credibility of a signature is determined by the trier-of-fact. *Levy v. Lenenberg*, 795 A.2d. 419 (Pa. Super. 2002).

J. Swatsworth also seeks damages in the amount of \$7,000 pursuant to an oral contract for removal of pulpwood. J. Swatsworth testified that the Plaintiff failed to pay \$1 per ton for the pulpwood removed from the Rishel Enterprise property in accordance with Swatsworth-Snyder contract. The Plaintiff asserts that he compensated J. Swatsworth for pulpwood he personally logged in the amount of \$900. According to the credible trial testimony of Mains,

each logger was responsible for paying J. Swatsworth \$1.00 per ton for pulpwood they personally logged. *Mains Trial Testimony* at pp. 194-95. It seems improbable that the Plaintiff is personally responsible for 7,000 tons of pulpwood given that the pulpwood was attributable to each individual cutter/logger and the subcontractors were responsible for the majority of the timber harvested on the project. J. Swatsworth's testimony as to the amount of pulpwood removed from Rishel Enterprise's property, his apparent uncertainty about the pulpwood 7,000 tons estimate and his lack of reliable detail of the transactions involving pulpwood fails in providing this Court with sufficient evidence to determine liability.

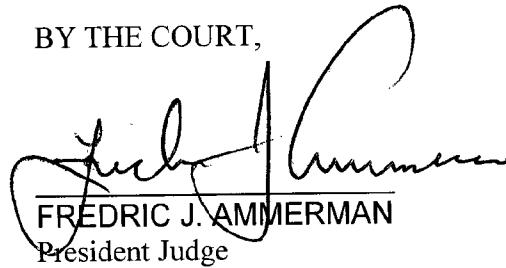
Lastly, J. Swatsworth brings a cause of action for conversion against the Plaintiff for alleged unauthorized logging. He claims that the Plaintiff removed timber from Rishel Enterprise's property beyond the time period allowed in the Swatsworth-Snyder contract. This Court disagrees with the Defendant's claim of conversion. On October 9, 2002 Defendant J. Swatsworth assigned his contractual rights to harvest timber on Rishel Enterprise's property to the Plaintiff. Rishel Enterprise evicted the Plaintiff from the property and a contractual dispute ensued. Rishel Enterprise and the Plaintiff entered into a settlement agreement dated April 20, 2004. Landowner Rishel Enterprise allotted the Plaintiff two hundred and forty additional days to harvest timber starting on April 20, 2004. The Plaintiff did not lose his assigned contractual rights to harvest timber on the Rishel Enterprise's property since the landowners agreed to modify the original contract. The Plaintiff entered into evidence a copy of a modified contract dated April 20, 2004. *Plaintiff's Exhibit No. 3.* It is doubtful that J. Swatsworth as a close relative and common business associate of Ken Rishel and Rishel Enterprise was not knowledgeable about the modified contract. Rishel Enterprise as the landowner is well within its authority to lease its land for harvesting timber. Since the

contractual rights established by assignment were intact, the Defendant has no right to damages for conversion against the Plaintiff. In addition, J. Swatsworth threw the Plaintiff off the property in April 2004 for allegedly cutting small trees, not for cutting past any time limit.

ORDER

Now this 20th day of August 2008, consistent with the forgoing Opinion it is the Order of this Court that the Defendant is liable for conversion of timber pursuant to 42 Pa.C.S.A §8311(a)(2)(i) in the amount of \$36,057.90, plus court costs. It is the further Order of this Court that the Defendant's counterclaims be and are hereby DENIED.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

AUG 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/21/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) — Plaintiff(s) Attorney _____ Other _____
 Defendant(s) Defendant(s) Attorney _____

Special Instructions:

2CC David Snyder
1170 Fire Tower Road
Reynoldsburg, PA 15851
1CC Snyder Lumber
RD 3, Box 331
Reynoldsburg, PA 15851
2CC Atty Pente

1CC D. Mikesell
1CC Law Library
(without memo)

UA

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

DAVID B. SNYDER, i/t/d/b/a, * NO. 05-816-CD
SNYDER LUMBER, *
Plaintiff *
vs. *
JAMES R. SWATSWORTH, RODNEY *
SWATSWORTH and ORAN BLOOM, *
Defendants *

AMENDED ORDER

NOW, this 26th day of August, 2008, it is the ORDER of this Court that this Court's Order of August 20, 2008 shall be and is hereby AMENDED to read as follows:

ORDER

NOW, this 20th day of August, 2008, consistent with the foregoing Opinion it is the ORDER of this Court that Defendant James R. Swatsworth is liable for conversion of timber pursuant to 42 Pa.C.S.A. §8311(a)(2)(i) in the amount of \$36,057.90, plus court costs. Plaintiff's Complaint is dismissed as to the remaining Defendants as the Court believes they were operating under the direction of Defendant James R. Swatsworth.

It is the further ORDER of this Court that the Defendants' counterclaims be and are hereby DENIED.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

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of 113000
AUG 27 2008 60
William A. Shaw
Prothonotary/Clerk of Courts

1CC Atty Pentz
1CC David Snyder
1170 Fire Tower Road
Reynoldsville, PA 15851
1CC Snyder Lumber
RD 3, Box 331
Reynoldsville, PA 15851

FILED

AUG 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/27/08

 You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED
02:45 P.M. GK
SEP 03 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID D. SNYDER, i/t/d/b/a/
SNYDER LUMBER, Plaintiff

vs

JAMES R. SWATSWORTH, RODNEY
SWATSWORTH and ORAN BLOOM,
Defendants

*
*
*
*
* NO 2005- 816 -CD

- * Type of Case: Contract /
- * Conversion
- *
- * Type of Pleading: Motion
- * for Post Trial Relief

* Filed on Behalf of: Defendant
* James R. Swatsworth

* Counsel of Record for this Party:

* CHRIS A. PENTZ, Esquire
* Supreme Court I.D. # 39232
* 207 East Market Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

* Filed by:

* Chris A. Pentz, Esquire
* 207 East Market Street
* P. O. Box 552
* Clearfield, PA 16830
* 814 765-4000

Date: 9-3-08

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

DAVID D. SNYDER, i/t/d/b/a/ *
SNYDER LUMBER, Plaintiff *
*
vs * No. 2005- 816 -CD
*
*
*
*
JAMES R. SWATSWORTH, RODNEY *
SWATSWORTH and ORAN BLOOM, *
Defendants *

MOTION FOR POST-TRIAL RELIEF

1. The Movant is James R. Swatsworth a defendant.
2. This Motion is in reference to the Court's Opinion and Order of August 20, 2008 and the Court's Amended Order of August 26, 2008 which was issued after Bench Trial.
3. The Movant believes and therefore avers that your Honorable Court erred as a matter of law as follows:
 - a. finding that the agreement between landowner Rishel and Plaintiff was binding on Defendant James R. Swatsworth.
 - b. finding that landowner Rishel could lease the land for harvesting timber to Plaintiff when Rishel had previously leased the land for harvesting timber to Defendant James R. Swatsworth.
 - c. finding that the contractual rights of the Plaintiff were in tact at the time Plaintiff harvested the timber in question.
 - d. finding liability of a principal, Defendant James R. Swatsworth, for actions of agents, other Defendants, when no liability is assessed to the agents.

WHEREFORE, Movant James R. Swatsworth respectfully requests your Honorable Court to grants the following relief:

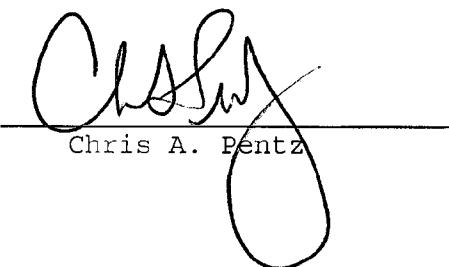
- a. grant the relief as requested by Defendant in his counter claim.
- b. deny all relief requested by the Plaintiff.

c. rescind the Order granting judgment in favor of the Plaintiff and against the Defendant James R. Swatsworth.

d. enter an order in favor of the Defendant James R. Swatsworth and against the Plaintiff in the amount of \$42,000.00.

e. such other relief as the Court deems appropriate.

Respectfully submitted this 3rd day of September, 2008



Chris A. Pentz

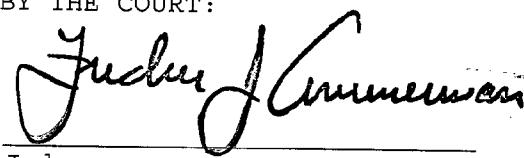
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

DAVID D. SNYDER, i/t/d/b/a/ *
SNYDER LUMBER, Plaintiff *
*
VS * NO. 2005- 816 -CD
*
*
JAMES R. SWATSWORTH, RODNEY *
SWATSWORTH and ORAN BLOOM, *
Defendants *

SCHEDULING ORDER

AND NOW, this 4 day of September, 2008,
upon consideration of the Motion for Post Trial Relief filed by
Chris A. Pentz, Attorney for Defendant James R. Swatsworth, a
hearing is hereby scheduled for the 30th day of
October, 2008, at 9:00 A M. in Court Room No.
1 of the Clearfield County Courthouse, Clearfield,
Pennsylvania.

BY THE COURT:



Judge

FILED 300
01/21/09 BPL Atty Pentz
SEP 05 2008
(610)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

SEP 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/5/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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

DAVID D. SNYDER, i/t/d/b/a }
SNYDER LUMBER }
VS } NO. 05-816-CD
JAMES R. SWATSWORTH, RODNEY }
SWATSWORTH AND ORAN BLOOM }

O R D E R

NOW, this 30th day of October, 2008, this being the date set for Argument on the Defendant's Post Trial Motion with the Court noting new circumstances have arisen as were stated on the record, and given those circumstances, the Court believes that a continuance is necessary in order to determine what, if any, action may be taken by law enforcement authorities and as to the filing of an amended post trial motion or such other motion relative new evidence as may be required under the rules. Accordingly, it is the ORDER of this Court that the Court Administrator reschedule argument on the Post

FILED

01/11/2008
OCT 31 2008

2cc
Amy Bentz

2cc Piffs:

William A. Shaw
Prothonotary/Clerk of Courts

1170 Fire Tower Road
Reynoldsville, PA 15851

(61)

Trial Motion in approximately Thirty (30) to Forty (40)
Days from this date.

BY THE COURT,



President Judge

FILED

OCT 31 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/31/08

 You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

(4)

**N THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

DAVID D. SNYDER, i/t/d/b/a SNYDER LUMBER

Plaintiff

vs.

JAMES R. SWATSWORTH, RODNEY SWATSWORTH
and ORAN BLOOM,

Defendants

* NO. 05-816-CD

*

*

*

*

*

*

ORDER

AND NOW, this 3rd day of November, 2008, in accordance with the Court's Order of October 30, 2008; it is the ORDER of this Court that argument on the Post Trial Motion be and is hereby rescheduled to the 15th day of December, 2008 at 9:30 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. Thirty minutes has been reserved for this proceeding.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

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014:00 PM
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S
William A. Shaw
Prothonotary/Clerk of Courts
15851
100 David Snyder
Snyder Lumber
1170 Fire Tower Rd.
Reynoldsville, PA

(6)

FILED

NOV 03 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/3/08

You are responsible for serving all appropriate parties:

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

Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other _____

Plaintiff(s) _____ Defendant(s) _____ Defendant(s) Attorney _____

Defendant(s) _____ Special instructions: _____

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION

DAVID D. SNYDER, i/t/d/b/a SNYDER LUMBER
Plaintiff

vs.

NO. 05-816-CD

JAMES R. SWATSWORTH, RODNEY SWATSWORTH
and ORAN BLOOM

Defendants

Motion to Continue
Argument on
Defendant's Post-
Trial Motion

Filed on behalf of
Plaintiff

Michael S. Marshall
Attorney for Plaintiff
254 Northwood Ave.
Dubois, PA 15801
(814) 371-1649
ID. No. 64087

5
FILED acc AIA
012.25m
DEC 11 2008
WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION

DAVID D. SNYDER, i/t/d/b/a SNYDER LUMBER
Plaintiff

vs.

NO. 05-816-CD

JAMES R. SWATSWORTH, RODNEY SWATSWORTH
and ORAN BLOOM

Defendants

MOTION TO CONTINUE ARGUMENT ON POST-TRIAL MOTIONS

1. Defendant filed a post-trial motion, following a non-jury trial, which was scheduled for argument on October 30, 2008.
2. At the hearing on October 30, 2008, it was learned that the state police are investigating perjury charges against plaintiff for a receipt presented as evidence at the bench trial.
3. The court therefore ordered that argument be re-scheduled in 30 to 40 days in order to see what action might be taken by the state police. The argument is now scheduled for December 15, 2008.
4. At the request of the state police, plaintiff has agreed to submit to a polygraph examination, which is scheduled for January 20, 2009. Therefore, any additional argument prior to that time would serve no useful purpose.

WHEREFORE, plaintiff respectfully requests that the argument scheduled for December 15, 2008, be continued until some time after January 20, 2009, sufficient to give the state police time to decide on a course of action.

Respectfully Submitted



Michael S. Marshall, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION

DAVID D. SNYDER, i/t/d/b/a SNYDER LUMBER
Plaintiff

vs. : NO. 05-816-CD

JAMES R. SWATSWORTH, RODNEY SWATSWORTH :
and ORAN BLOOM :
Defendants

CERTIFICATE OF SERVICE

I hereby certify that on December 11, 2008, I am serving a copy of the foregoing
Motion to Continue upon Chris A. Pentz, Esquire, attorney for defendant, by hand
delivery at his office at 207 E. Market Street, Clearfield, PA.



Michael S. Marshall, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION

DAVID D. SNYDER, i/t/d/b/a SNYDER LUMBER
Plaintiff

vs.

NO. 05-816-CD

JAMES R. SWATSWORTH, RODNEY SWATSWORTH
and ORAN BLOOM

Defendants

FILED

DEC 12 2008

ORDER

William A. Shaw
Prothonotary/Clerk of Courts

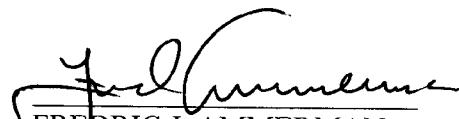
AND NOW, this 11th day of December, 2008, upon consideration of Plaintiff's

(60)

Motion to Continue Argument on Defendant's Post-trial Motion, it is the ORDER of this
court that said argument be and is hereby rescheduled to the 25th day of

February, 2009, at 10:00 A.M., in Courtroom No. 1 of the Clearfield
County Courthouse. Thirty minutes have been reserved for this proceeding.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

DEC 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12-12-08

You are responsible for serving all appropriate parties.
The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:

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

DAVID D. SNYDER, i/t/d/b/a
SNYDER LUMBER
Plaintiff,

vs.

NO. 05-816-C.D.

JAMES R. SWATSWORTH, RODNEY
SWATSWORTH and ORAN BLOOM
Defendants,

FILED

FEB 25 2009
6/3/09
William A. Shaw
Prothonotary/Clerk of Courts

sent to

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Mars war

SCHEDULING ORDER

AND NOW, this 25th day of February 2009, this being the date set for argument on Defendant's Post-trial Motion, the Court noting that both parties having failed to appear, it is the ORDER of this Court that argument on Defendant's Post-trial Motion in the above captioned matter shall be and is hereby rescheduled for **Monday, March 30, 2009 at 11:00 A.M.** in Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



Fredric J. Ammerman,
President Judge

FILED
FEB 25 2009
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2-25-09

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

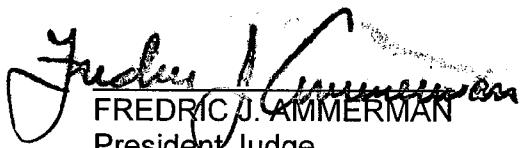
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

DAVID B. SNYDER, i/t/d/b/a * No. 05-816-CD
SNYDER LUMBER, *
Plaintiff *
vs *
JAMES SWATSWORTH, RODNEY *
SWATSWORTH and ORAN BLOOM, *
Defendants *

ORDER

AND NOW, this 3rd day of April, 2009, following further argument held on the Motion for Post Trial Relief filed on behalf of the Defendant James R. Swatsworth, it is the ORDER of this Court that the said Motion for Post Trial Relief be and is hereby GRANTED to the extent that the Court hereby vacates the Court's Opinion and Order of August 20, 2008 and Amended Order of August 26, 2008 and hereby ORDERS that a new trial be held.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
04/24/2009
APR 03 2009
100 S. Snyder
William A. Shaw
Prothonotary/Clerk of Courts
1170 First Avenue
Reynoldsburg, PA
15851

100 Snyder Lumber
R.R. 3 Box 381
Reynoldsburg, PA
15851
(610) 15851

FILED

APR 03 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/3/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s) — Plaintiff(s) Attorney — Other

Defendant(s) — Defendant(s) Attorney

Special Instructions:

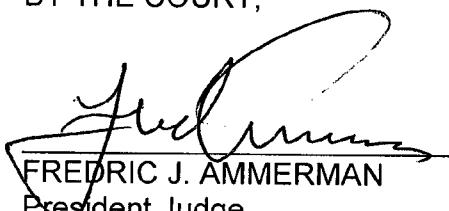
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

DAVID B. SNYDER i/t/d/b/a SNYDER LUMBER * NO. 05-816-CD
Plaintiff *
vs. *
JAMES R. SWATSWORTH, et al, *
Defendants *
*
*
*
*

ORDER

NOW, this 26th day of May, 2010, the Court being in receipt of a written request from Chris A. Pentz, Esquire, Defendants' counsel, for a status conference; it is the ORDER of this Court that a status conference be and is hereby scheduled in Chambers for the 25th day of June, 2010 at 11:00 a.m. at the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN

President Judge

FILED

S JUN 01 2010
William A. Shaw
Prothonotary/Clerk of Courts

100 PHF
1170 Fire Tower Rd.
Reynoldsburg, PA 15851
cc: Atty Pentz

(60)

FILED

JUN 01 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/1/10

You are responsible for serving all appropriate parties.

The Prothonotary's Office has provided service to the following parties:
 Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

CHRIS A. PENTZ
Attorney at Law
207 East Market Street
PO Box 552
Clearfield, PA 16830

Telephone
814-765-4000

Fax
814-765-8142

May 24, 2010

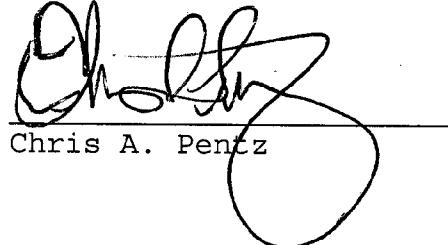
Honorable Fredric J. Ammerman
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
HAND DELIVERED

Re: David B. Snyder i/t/d/b/a Snyder Lumber v.
James R. Swatsworth, et al
05-816-CD

Dear Judge Ammerman:

The criminal proceedings associated with Mr. Snyder have been completed. Accordingly, I would request that you schedule the civil proceedings for a status conference.

Sincerely,



Chris A. Pentz

CAP:srw
cc: James R. Swatsworth
Michael S. Marshall, Esquire

- 1/25 @ 11AM

CA

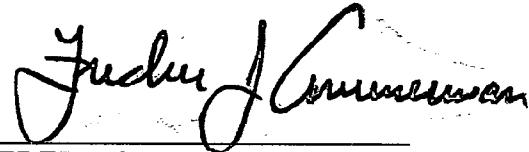
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

DAVID B. SNYDER i/t/d/b/a SNYDER LUMBER * NO. 05-816-CD
Plaintiff *
vs *
JAMES R. SWATSWORTH, et al, *
Defendants *
*

ORDER

NOW, this 17th day of June, 2010, due to a scheduling conflict, it is the ORDER
of this Court that the status conference in the above-captioned matter be and is hereby
rescheduled from June 25, 2010 at 11:00 a.m. to the 4th day of August, 2010 at 3:30
p.m. in Chambers.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED 01400861 JUN 17 2010 S ICC Affs-
William A. Shaw Prothonotary/Clerk of Courts 1170 Fire Tower Rd.
Reynoldsville, PA 15851

FILED

11/17/2010

William A. Shaw
Pro. Bono Attorney/Clerk of Courts

DATE: 11/17/10

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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

DAVID B. SNYDER, I/T/D/B/A SNYDER LUMBER
Plaintiff

* NO. 05-816-CD

vs

JAMES R. SWATSWORTH, RODNEY SWATSWORTH
and ORAN BLOOM,

*

*

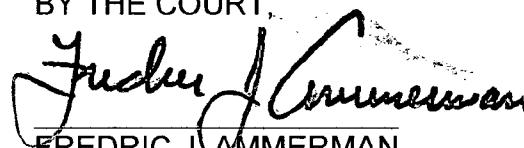
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ORDER

AND NOW, this 4th day of August, 2010, it is the ORDER of this Court that the status conference scheduled for this date be and is hereby canceled, as the Plaintiff currently has an appeal pending before the Superior Court in a criminal case (No. CP-17-CR-278-2009) which has a direct bearing on this case. Following conclusion of the appeal process, a status conference will be scheduled upon the request of either of the parties.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

S AUG 06 2010
0/2/10/J

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID B. SNYDER i/t/d/b/a SNYDER LUMBER
Plaintiff

* NO. 05-816-CD

VS

JAMES R. SWATSWORTH, RODNEY SWATSWORTH and
ORAN BLOOM
Defendants

*
*
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*
*

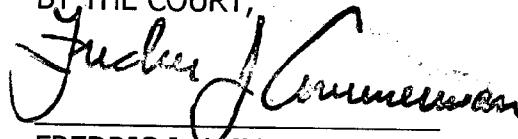
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O/L 40/14
William A. Shaw
Prothonotary/Clerk of Courts
COURT, TO FILE
Perry Penn

ORDER

NOW, this 16th day of December, 2010, upon being advised that the Plaintiff's appeal before the Superior Court in case No. CP-17-CR-278-2009 has concluded; it is the ORDER of this Court that a status conference in the above-captioned matter be and is hereby scheduled for the 21st day of January, 2011 at 3:30 pm. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

Prothonotary/Clerk of Courts
William A. Shaw

DEC 17 2010

FILED

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N.O.B.
SYNOPSIS Ltr w/ B
The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) Defendant(s) Plaintiff(s) Attorney Other
 Plaintiff(s) Defendant(s) Attorney Other
You are responsible for serving all appropriate parties.
DATE: _____

Special Instructions:

CA

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

DAVID B. SNYDER, i/t/d/b/a, *
SNYDER LUMBER, *
Plaintiff, *

v. * No. 05-816-CD

JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants. *

* Type of Case: Civil

* Type of Pleading:

* **Petition to Open Record**

* Filed on Behalf of:
* Defendant,
* James R. Swatsworth

* Counsel of Record
* for this Party:

* CHRIS A. PENTZ, ESQUIRE
* Supreme Court ID No.: 39232
* 207 East Market Street
* PO Box 552
* Clearfield, PA 16830
* 814-765-4000

Date: 4/5/11

FILED
APR 05 2011
4cc
Atty Pentz
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID B. SNYDER, i/t/d/b/a, *
SNYDER LUMBER, *
Plaintiff, *
*
v. * No. 05-816-CD
*
JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants. *

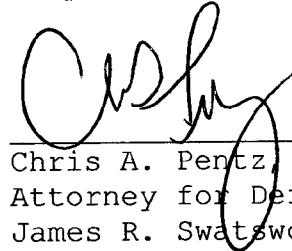
PETITION TO OPEN RECORD

1. The Petitioner is James R. Swatsworth, a Defendant in the above captioned matter.
2. The Respondent is the Plaintiff.
3. On September 3, 2008, the Petitioner filed for post trial relief. A copy of the Motion for Post Trial Relief is attached and marked Exhibit "A" and incorporated as set forth in full.
4. On April 3, 2009, the Court granted the Motion for Post Trial Relief with the Court vacating the Court's Opinion and Order of August 20, 2008, and Amended Order of August 26, 2008, and ordered that a new trial be held.
5. The Petitioner desires that in lieu of a new trial, that the record be opened to include the record as set forth in the case of Commonwealth of Pennsylvania v. David Burton Snyder,

filed to Clearfield County, Pennsylvania, Criminal Division,
Docket Number CP-17-CR-278-2009.

WHEREFORE, Petitioner, James R. Swatsworth,
respectfully requests your Honorable Court to open the record
and permit incorporation of all matters of record as contained
in the case of Commonwealth of Pennsylvania v. David Burton
Snyder, filed to Clearfield County, Pennsylvania, Criminal
Division, Docket Number CP-17-CR-278-2009.

Respectfully submitted,



Chris A. Pentz,
Attorney for Defendant,
James R. Swatsworth

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

DAVID D. SNYDER, i/t/d/b/a/
SNYDER LUMBER, Plaintiff

vs

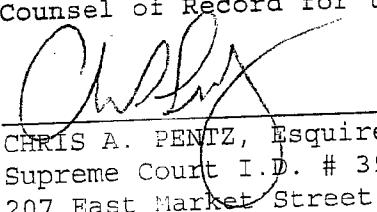
JAMES R. SWATSWORTH, RODNEY
SWATSWORTH and ORAN BLOOM,
Defendants

*
*
*
*
* NO. 2005- 816 -CD

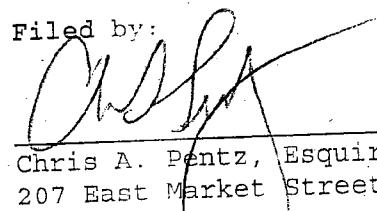
*
*
* Type of Case: Contract /
* Conversion
*
* Type of Fleading: Motion
* for Post Trial Relief
*

*
* Filed on Behalf of: Defendant
* James R. Swatsworth
*

*
* Counsel of Record for this Party:

* 
* CHRIS A. PENTZ, Esquire
* Supreme Court I.D. # 39232
* 207 East Market Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

*
* Filed by:

* 
* Chris A. Pentz, Esquire
* 207 East Market Street
* P. O. Box 552
* Clearfield, PA 16830
* 814 765-4000

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

SEP 03 2008

Attest.

William L. Prothonotary
Prothonotary/
Clerk of Courts

Date: 9-3-08

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

DAVID D. SNYDER, i/t/d/b/a/ *
SNYDER LUMBER, Plaintiff *
*
vs * No. 2005- 816 -CD
*
*
JAMES R. SWATSWORTH, RODNEY *
SWATSWORTH and ORAN BLOOM, *
Defendants *

MOTION FOR POST-TRIAL RELIEF

1. The Movant is James R. Swatsworth a defendant.
2. This Motion is in reference to the Court's Opinion and Order of August 20, 2008 and the Court's Amended Order of August 26, 2008 which was issued after Bench Trial.
3. The Movant believes and therefore avers that your Honorable Court erred as a matter of law as follows:
 - a. finding that the agreement between landowner Rishel and Plaintiff was binding on Defendant James R. Swatsworth.
 - b. finding that landowner Rishel could lease the land for harvesting timber to Plaintiff when Rishel had previously leased the land for harvesting timber to Defendant James R. Swatsworth.
 - c. finding that the contractual rights of the Plaintiff were in tact at the time Plaintiff harvested the timber in question.
 - d. finding liability of a principal, Defendant James R. Swatsworth, for actions of agents, other Defendants, when no liability is assessed to the agents.

WHEREFORE, Movant James R. Swatsworth respectfully requests your Honorable Court to grants the following relief:

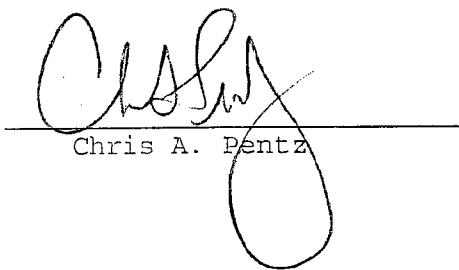
- a. grant the relief as requested by Defendant in his counter claim.
- b. deny all relief requested by the Plaintiff.

c. rescind the Order granting judgment in favor of the Plaintiff and against the Defendant James R. Swatsworth.

d. enter an order in favor of the Defendant James R. Swatsworth and against the Plaintiff in the amount of \$42,000.00.

e. such other relief as the Court deems appropriate.

Respectfully submitted this 3rd day of September, 2008



Chris A. Bentz

CA

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

DAVID B. SNYDER, i/t/d/b/a, *
SNYDER LUMBER, *
Plaintiff, *
*
v. * No. 05-816-CD
*
JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants. *

SCHEDULING ORDER

AND NOW, this 7th day of April, 2011,
upon consideration of the Petition to Open Record, filed by
Chris A. Pentz, Attorney for Defendant, James R. Swatsworth, a
hearing is hereby scheduled for the 13th day of
MAY, 2011, at 11:00 am, in Courtroom 1 of
the Clearfield County Courthouse, Clearfield Pennsylvania.

By the Court,


Judge

FILED
04/08/2011 4:00 PM
S APR 08 2011 Atty Pentz
William A. Shaw
Prothonotary/Clerk of Courts
(610)

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APR 08 2011

William A. Shaw
Prothonotary/Clerk of Courts

4/18/14

DATE: _____
X Responsible for serving all appropriate parties.

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

DAVID B. SNYDER, i/t/d/b/a, *
SNYDER LUMBER, *
Plaintiff, *
*
v. * No. 05-816-CD
*
JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants. *

* Type of Case: Civil
*
*
* Type of Pleading:
*
* **Certificate of Service**
*
*
* Filed on Behalf of:
* Defendant,
* James R. Swatsworth
*
*
* Counsel of Record
* for this Party:
*
* CHRIS A. PENTZ, ESQUIRE
* Supreme Court ID No.: 39232
* 207 East Market Street
* PO Box 552
* Clearfield, PA 16830
* 814-765-4000

Date: 4/13/11

5 **FILED** NO CC
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S
William A. Shaw
Prothonotary/Clerk of Courts

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

DAVID B. SNYDER, i/t/d/b/a, *
SNYDER LUMBER, *
Plaintiff, *
*
v. * No. 05-816-CD
*
JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants. *

CERTIFICATE OF SERVICE

I, Chris A. Pentz, Esquire, do hereby certify that a certified copy of the Petition to Open Record and Scheduling Order filed in the above-captioned action was served on the following person and in the following manner on the 13th day of April, 2011.

FIRST-CLASS MAIL, POSTAGE PREPAID

Michael S. Marshall, Esquire
254 Northwood Avenue
DuBois, PA 15801



Chris A. Pentz,
Attorney for Defendant,
James R. Swatsworth

CA

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

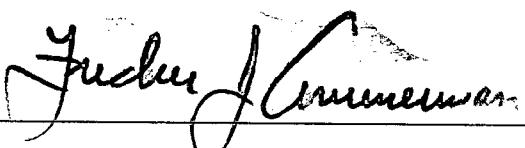
DAVID B. SNYDER, }
i/t/d/b/a SNYDER LUMBER } NO. 2005-816-CD
VS }
JAMES R. SWATSWORTH, }
RODNEY SWATSWORTH AND }
ORAN BLOOM }
}

O R D E R

5 **FILED** *cc Atty Pentz
ICC Piff - D. Snyder @
0/10:08am 1170 Fine tower Rd
MAY 18 2011 Reynoldsville PA 15851*
William A. Shaw *cc PCL Snyder Lumber*
Prothonotary/Clerk of Courts *CP #3 Box 331*
Reynoldsville PA 15851

NOW, this 13th day of May, 2011, this being the date set for Hearing on Defendant's Petition to Open Record, counsel for both sides agreeing that certain criminal documents need to be obtained and made a part of the record in this case, it is the ORDER of this Court that on the request of both parties, the hearing be and is hereby CONTINUED. The hearing shall be at 11:00 a.m. on Thursday, June 2, 2011. Fifteen minutes is estimated to be required for the rescheduled hearing.

BY THE COURT,


President Judge

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

DAVID B. SNYDER, *i/t/d/b/a*,
SNYDER LUMBER,
Plaintiff,

V.

JAMES R. SWATSWORTH,
RODNEY SWATSWORTH and
ORAN BLOOM,
Defendants.

No. 05-816-CD

5 FILED

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William A. Shaw
Prothonotary/Clerk of Courts

3 chkd to
Apple

* Type of Case: Civil

* Type of Pleading:

MOTION FOR CONTINUANCE

* Filed on Behalf of:
* Defendant,
* James R. Swatsworth

* Counsel of Record
* for this Party:

* CHRIS A. PENTZ, ESQUIRE
* Supreme Court ID No.: 39232
* 207 East Market Street
* PO Box 552
* Clearfield, PA 16830
* 814-765-4000

Date: 5/23/11

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

DAVID B. SNYDER, i/t/d/b/a, *
SNYDER LUMBER, *
Plaintiff, *
*
v. * No. 05-816-CD
*
JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants. *

MOTION FOR CONTINUANCE

1. This matter is presently scheduled for hearing on June 2, 2011, at 11:00am.

2. The reason for this requested continuance is as follows: Counsel for Defendants will be attending a trial on the case of Commonwealth v. Khouri.

3. All parties or their attorneys have been made aware of the presentation of this Motion and have responded as follows:

[] Counsel for Respondent consents to this continuance;

[] Counsel for Respondent opposes this continuance; or

[X] Counsel for Respondent not previously advised.

Respectfully submitted,



Chris A. Pentz,
Attorney for Defendant,
James R. Swatsworth

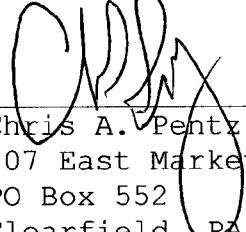
VERIFICATION

I, Chris A. Pentz, have read the foregoing Motion for Continuance. The statements therein are correct to the best of my personal knowledge or information and belief.

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

I am authorized to make this verification on behalf of the Defendant because of my position as counsel of record.

Date: 5/23/11


Chris A. Pentz
207 East Market Street
PO Box 552
Clearfield, PA 16830
814-765-4000
ID: 39232

CA

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

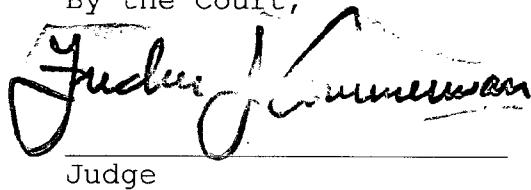
DAVID B. SNYDER, i/t/d/b/a, *
SNYDER LUMBER, *
Plaintiff, *
*
v. * No. 05-816-CD
*
JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants. *

SCHEDULING ORDER

AND NOW, this 31st day of MAY, 2011,
upon consideration of the Motion for Continuance, filed by Chris
A. Pentz, Attorney for Defendant, James R. Swatsworth, the
hearing scheduled for June 2, 2011, is hereby rescheduled for
the 28th day of June, 2011, at 2:30 pm, in
Courtroom 1 of the Clearfield County Courthouse, Clearfield
Pennsylvania.

Date: _____

By the Court,



Judge J. W. Zimmerman

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William A. Shaw
Prothonotary/Clerk of Courts
64

FILED

JUN 01 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/1/11

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

Special Instructions:

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

DAVID B. SNYDER, i/t/d/b/a, *
SNYDER LUMBER, *
Plaintiff, *
*
v. * No. 05-816-CD
*
*
JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants. *

* Type of Case: Civil
*
*
* Type of Pleading:
*
Certificate of Service
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*
*
* Filed on Behalf of:
* Defendant,
* James R. Swatsworth
*
*
*
* Counsel of Record
* for this Party:
*
* CHRIS A. PENTZ, ESQUIRE
* Supreme Court ID No.:
* 207 East Market Street
* PO Box 552
* Clearfield, PA 16830
* 814-765-4000

Date: 6/10/11

5 **FILED** NO
01/04/2011 cc
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William A. Shaw
Prothonotary/Clerk of Courts

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

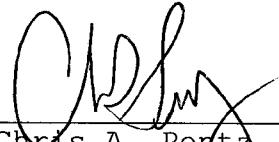
DAVID B. SNYDER, i/t/d/b/a, *
SNYDER LUMBER, *
Plaintiff, *
*
v. * No. 05-816-CD
*
JAMES R. SWATSWORTH, *
RODNEY SWATSWORTH and *
ORAN BLOOM, *
Defendants. *

CERTIFICATE OF SERVICE

I, Chris A. Pentz, Esquire, do hereby certify that a certified copy of the Motion for Continuance and Scheduling Order filed in the above-captioned action was served on the following person and in the following manner on the 6th day of June, 2011.

FIRST-CLASS MAIL, POSTAGE PREPAID

Michael S. Marshall, Esquire
254 Northwood Avenue
DuBois, PA 15801


Chris A. Pentz,
Attorney for Defendant,
James R. Swatsworth

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

FILED

DAVID B. SNYDER, i/t/d/b/a)
SNYDER LUMBER)
VS.) NO. 2005-816-CD
JAMES R. SWATSWORTH, RODNEY)
SWATSWORTH and ORAN BLOOM)

5 JUN 27 2011
013:00/1
William A. Shaw
Prothonotary/Clerk of Courts
Court to
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O R D E R

NOW, this 23rd day of June, 2011, this being the rescheduled date for hearing on Defendant's Petition to Open Record; upon the agreement of the parties, it is the ORDER of this Court that the record be and is hereby reopened.

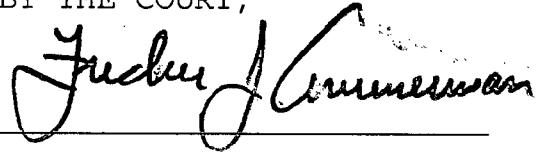
The Court and the parties have determined that a full and complete transcript of the previously completed Civil Bench Trial of May 15, 2008, has been prepared, including the exhibits used at time of trial, and the said transcript and exhibits have been filed with the record as of July 15, 2008; the Court shall reconsider the matter based upon the existing record and shall issue new decision.

Upon the agreement of the parties, the criminal

proceedings of Commonwealth of Pennsylvania v. David B. Snyder filed with the Clerk of Courts of Clearfield County to No. 278 of 2009, is hereby incorporated into this case. Specific items incorporated are the Criminal Complaint, Affidavit of Probable Cause, Information, Guilty Plea Agreement, Transcript of Entry of Plea and Sentencing Order.

Counsel for the Plaintiff shall have no more than thirty (30) days to submit a further Legal Memorandum to the Court. Counsel for the Defendants shall have no more than fifteen (15) days after receiving Plaintiff's Memorandum to respond in kind.

BY THE COURT,



President Judge

FILED

JUN 27 2011

William A. Straw
Prothonotary/Clerk of Courts
I hereby certify this to be a true
and attested copy of the
statement filed in this case.

JUN 27 2011

Attest
William A. Straw
Prothonotary/Clerk of Courts

DATE: _____
You are responsible for serving all appropriate parties.
The Prothonotary's office has provided service to the following parties:
Plaintiff(s) _____ Plaintiff(s) Attorney _____
Defendant(s) Defendant(s) Attorney _____ Other _____
Special Instructions: _____

Dave B. Sturner
R.D. #3, Box 331
P.O. Box 331
Perry, IA 50220-0331
15 FST

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DAVID B. SNYDER, i/t/d/b/a/
SNYDER LUMBER, :
Plaintiff, :
vs. :
JAMES R. SWATSWORTH, RODNEY :
SWATSWORTH and ORAN BLOOM, :
Defendants :
:

FILED 2CC
d/4/0061 Atty Pentz
NOV 30 2011
William A. Shaw
Prothonotary/Clerk of Courts
1170 Fine Tower Rd.
Reynoldsville, PA
15851
610

ORDER

AND NOW, this 30th day of November, 2011, upon re-examination of the record and consideration of documents in the Plaintiff's criminal case (CP-17-CR-278-2009), it is the finding of this Court as follows:

1. Plaintiff's claim for conversion is hereby DENIED. The preponderance of the evidence under this claim now favors Defendant. Plaintiff claimed for the value of timber he and his crew cut but did not remove before they were barred from the property. The Court finds that Plaintiff's accounting of the value of this timber is no longer credible. *See Plaintiff's Exhibit #4.* Plaintiff's witness testified that he did not see what happened to the timber that the Plaintiff and his crew cut but did not remove before they were ejected from the property. *Dale Mains Trial Testimony* at pp. 79-80. Defendant and his witnesses credibly testified that the timber removed was from an adjoining parcel.

2. Defendant's claim for conversion by unauthorized logging under Count I of the counterclaim is hereby DENIED. The contract modification between Rishel Enterprises and Plaintiff extended Plaintiff's right to cut timber on the Rishel property 240 days beyond the limit of the original agreement.

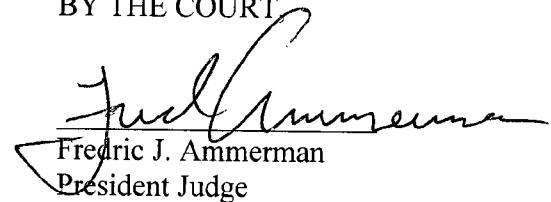
See Plaintiff's Exhibit #3; see also Trial Court Opinion of August 20, 2008, pp. 8-9.

3. Defendant's claim for the value of pulpwood taken under Count II of the counterclaim is hereby DENIED. The credible evidence for this claim is that each logger was responsible for paying the Defendant for the pulpwood they took. *Dale Mains Trial Testimony* at pp. 194-195. It is apparent that subcontractors were responsible for the majority of pulpwood taken from the property. Furthermore, Defendant Swatsworth's testimony as to the amount of pulpwood removed was an uncertain estimate. His lack of reliable detail of the transactions involving pulpwood fails to provide this Court with sufficient evidence to determine liability. *See James Swatsworth Trial Testimony* at pp. 121, 129-137.

4. Defendant's claim under Count III of the counterclaim is hereby GRANTED. Plaintiff is liable for breach of contract in the amount of \$5,000.00. The Court deems the Plaintiff's wife's testimony as to the alleged exchange of the \$5,000.00 between the parties not credible due to her poor recollection of the event. Plaintiff's actions in presenting the false evidence of the receipt to the Court and testifying falsely reflect poorly upon his credibility. *See Defendant's Exhibit # 1 (forged receipt).* The most reasonable inference

from Plaintiff's dishonest actions and Defendant Swatsworth's denial that he received the payment is that Plaintiff never made the final payment due under the contract.

BY THE COURT



Fredric J. Ammerman
Fredric J. Ammerman
President Judge

FILED

11/20/2011

11/20/11

DATE: 11/20/11

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Attorney — Other

Plaintiff(s) — Other

Defendant(s) Attorney

Defendant(s) — Other

Other parties:

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

DAVID B. SNYDER, i/t/d/b/a
SYNDER LUMBER

Plaintiff

vs.

JAMES R. SWATSWORTH, RODNEY SWATSWORTH
and ORAN BLOOM,
Defendants

* NO. 2005-816-CD

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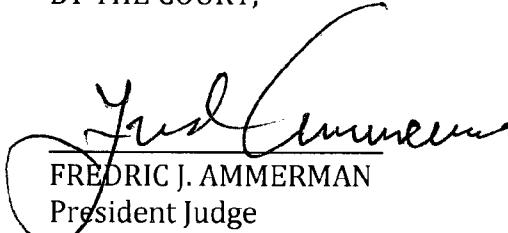
o/9:00 (WAK)

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 14th day of March, 2013, upon the Court's review of the record, with the Court noting that a non-jury trial was held and a decision entered; therefore, the Court considers this case to be concluded. The Prothonotary shall code the case in Full Court as Z-NJT-A.

BY THE COURT,


FREDRIC J. AMMERMAN

President Judge

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

CIVIL ACTION -LAW

DAVID B. SNYDER, I/T/D/B/A
SNYDER LUMBER,

Plaintiff

vs.

JAMES R. SWATSWORTH, RODNEY
SWATSWORTH and ORAN BLOOM

RECEIVED

JUN 04 2008

Court Administrator's
Office

NO. 2005-816-CD

PLAINTIFF'S POST-TRIAL MEMORANDUM

I. STATEMENT OF THE CASE

Plaintiff David B. Snyder t/d/b/a Snyder Lumber, filed a Complaint in Conversion against defendants James R. Swatsworth, Rodney Swatsworth and Oran Bloom, seeking monetary damages in the amount of \$12,000.00, plus treble damages under 42 Pa.C.S.A Section 8311, for the unlawful removal of timber cut and owned by plaintiff from a logging operation on the Rishell tract in Penn and Pike Townships. After preliminary objections were disposed of, all three defendants filed Answers. James Swatsworth added a Counterclaim, seeking (1) damages for timber allegedly cut by plaintiff after the agreement between the two expired, (2) compensation for pulp wood removed from the tract and (3) compensation for the final payment under the agreement of \$5,000 dollars, which was allegedly not made by Plaintiff. Plaintiff filed an Answer and New Matter to Swatsworth's Counterclaim, and Swatsworth followed with a Reply to New Matter. A non-jury trial was held on May 15, 2008, after which the court ordered briefs.

II. PROPOSED FINDINGS OF FACTS AND CONCLUSIONS OF LAW

A. PLAINTIFF'S COMPLAINT IN CONVERSION

1. On October 9, 2002, Plaintiff and James Swatsworth entered into a Timber Agreement whereby Plaintiff would be entitled to harvest all trees 12 inches and up on the Rishel property for a period of 18 months in exchange for the payment of \$145,000 within six months time. Although he has never produced a signed agreement, this was supposedly an assignment, partial or otherwise, of the timber rights granted to Swatsworth by Rishel Enterprises.

2nd agreement

2. Shortly after October 9, 2002, Plaintiff signed a second document guaranteeing that he would make the weekly payments directly to Rishel Enterprises, rather than to James Swatsworth.

3. Pursuant to these agreements, Plaintiff paid James Swatsworth \$40,000 up front and Plaintiff's contracted logging crews began cutting and removing timber from the property while Plaintiff paid 25 weekly installments of \$4,000 each to Kenneth Rishel.

4. Shortly after the 25th payment of \$4,000 was made in April 2003, Rishel excluded Plaintiff's logging crews from the property, allegedly for cutting trees that were to small.

5. At the time Plaintiff's loggers were excluded from the property, they had cut and stacked approximately nine truck loads of timber, which remained on the property.

Damages

2.

*- make whole
- Partial payment
- adjust
- Paid in advance*

Final Payment

6. While on the Rishel property on April 25, 2003, to pay the final installment to James Swatsworth, Plaintiff measured the timber that had been cut but not removed from the property.

7. Plaintiff was sued by Rishel Enterprises in June 2003, (03-926-CD) for cutting trees that were under-sized. A Settlement Agreement, giving Plaintiff the right to resume logging, was finally executed on April 20, 2004. *2nd Settlement date*

8. After cutting for a couple of weeks Plaintiff's crews were again excluded from the property in May 2004, for cutting undersized trees. In an effort to resolve this claim Plaintiff retained Todd Wilcox to survey the cutting that had been done.

9. Plaintiff and Mr. Wilcox visited the property in August 2004, at which time Plaintiff observed James Swatsworth, Rodney Swatsworth and Oran Bloom removing the timber that he had measured on April 25, 2003, from the property.

10. The value of the timber measured by Plaintiff on April 25, 2003, was \$12,019.30, with deterioration of approximately 15% by August 2004, when it was removed by Defendants.

11. The timber in question became personal property upon being severed from the real property and was therefore the property of Plaintiff regardless of whether or not his agreement with James Swatsworth had expired.

12. The Defendants are liable to Plaintiff in conversion for removing his timber in the amount of \$10,216.40 (\$12,019.30 X .85). In the alternative, the

Damage 15% de Leveation
3.

Defendant's are liable to Plaintiff in conversion in the amount of \$2,200, being the value assigned by James Swatsworth to Plaintiff's timber admittedly removed from the Rishel property.

13. In August 2004, James Swatsworth was aware that Plaintiff and Rishel Enterprises had executed a settlement agreement in April 2004, which gave Plaintiff the right to resume timbering operations for a period of 240 days.

14. Defendant James Swatsworth's act of removing Plaintiff's timber in August 2004, was therefore deliberate and he is liable to Plaintiff under 42 Pa.C.S.A. 8311(a)(2)(i) for treble damages of \$30,649.20 (\$10,216.40 X 3), or in the alternative \$6,600 (\$2,200 X 3).

15. Defendants Rodney Swatsworth and Oran Bloom did not have a reasonable basis for believing that the land was there's or James Swatsworth's, they therefore acted negligently in removing Plaintiff's timber and are liable to Plaintiff under Section 8311(a)(2)(ii) & (iii) for double damages of \$20,432.80, or in the alternative \$4,400.

B. DEFENDANT JAMES SWATSWORTH'S COUNTERCLAIM

Count I – Conversion

1. Having presented only an unsigned and allegedly open-ended agreement, Swatsworth failed to establish any ownership interest in timber cut at Plaintiff's direction after April 2004.

2. Swatsworth is therefore not entitled to any compensation for any timber cut at Plaintiff's direction.

3. Any timber cut at Plaintiff's direction after the 18 month period set forth in the October 9, 2002, agreement between Plaintiff and James Swatsworth had expired was cut under authority of an April 20, 2004 settlement agreement with landowners, Rishel Enterprises, which agreement James Swatsworth was aware of.

4. Having done nothing while said agreement was negotiated, Swatsworth is estopped from complaining about any timbering done pursuant to said agreement.

5. None of the timber cut at Plaintiff's direction after April 2004 was removed from the property and Swatsworth had access to the property. Swatsworth could have marketed the timber, minus the cost of cutting it, and therefore did not incur any economic damages.

Count II – Breach of Contract

1. As testified to by Dale Maines, the pulp wood belonged to the loggers hired by Plaintiff and each logger was responsible for paying Swatsworth \$1.00 per ton for the pulp wood removed.

2. Plaintiff did some logging himself, from which he would sell the pulp wood, along with the other timber. Plaintiff paid Swatsworth \$900 for this pulp wood.

3. Plaintiff has no obligation, contractual or otherwise, to pay Swatsworth for pulp wood removed and marketed by those cutting timber at his direction.

Count III – Breach of Contract

1. Plaintiff agreed to pay the final payment of \$5,000 directly to James Swatsworth in cash, in exchange for Swatsworth attempting to convince his brother-in-law Ken Rishel to allow Plaintiff's loggers back on the property.

2. On April 25, 2003, Plaintiff and his wife went to the Rishel tract where \$5,000 cash was paid to James Swatsworth. Swatsworth signed a receipt for the same, kept the original and gave Plaintiff a photocopy (Defendant's trial Exhibit "1").

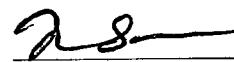
3. Pursuant to the October 9, 2002 agreement between Swatsworth and Plaintiff, Plaintiff paid Swatsworth the down payment of \$40,000, paid Rishel Enterprises twenty-five weekly payments of \$4,000, and paid Swatsworth the final payment of \$5,000.

4. There was no breach of contract by Plaintiff and Swatsworth is not entitled to any additional compensation.

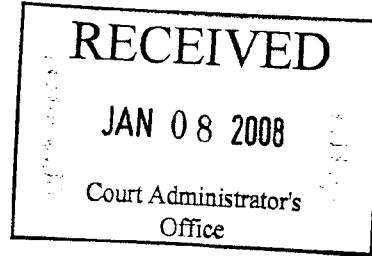
III. CONCLUSION

This case involves basic principles of contract and property law, along with a straightforward application of 42 Pa.C.S.A. Section 8311. The outcome of this case will be determined by the application of the court's factual findings to these basic principles. Counsel is aware of no special legal principles, case law or otherwise, that are necessary to the determination of this action. Wherefore, Plaintiff respectfully requests that the court enter judgment in his favor on the Complaint, and against Defendant James Swatsworth's counterclaim, as set forth above.

Respectfully Submitted,



Michael S. Marshall, Esquire
Counsel for Plaintiff



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

DAVID D. SNYDER, i/t/d/b/a/
SNYDER LUMBER, Plaintiff

vs

No. 2005- 816 - CD

JAMES R. SWATSWORTH, RODNEY
SWATSWORTH and ORAN BLOOM,
Defendants

- * **Type of Case:** Contract /
- * Conversion

- * **Type of Pleading:** Pretrial
- * Memorandum of Defendants

* Filed on Behalf of: Defendants

* Counsel of Record for this Party:

* CHRIS A. PENTZ, Esquire
* Supreme Court I.D. # 39232
* 207 East Market Street
* P. O. Box 552
* Clearfield PA 16830
* 814 765-4000

* Filed by:

* Chris A. Pentz, Esquire
* 207 East Market Street
* P. O. Box 552
* Clearfield, PA 16830
* 814 765-4000

Date: 1-8-08

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

DAVID D. SNYDER, i/t/d/b/a/ *
SNYDER LUMBER, Plaintiff *
*
vs * No. 2005- 816 -CD
*
*
*
JAMES R. SWATSWORTH, RODNEY *
SWATSWORTH and ORAN BLOOM, *
Defendants *

PRETRIAL MEMORANDUM OF DEFENDANTS

Statement of Fact:

Defendant James R. Swatsworth is the owner of standing timber as described in Exhibit "A" of Defendants' Answer. Plaintiff David B. Snyder purchased a portion of the timber as described in Exhibit "B" of Defendants' Answer. The agreement with Snyder expired before Snyder removed timber from the property. Snyder removed timber have a fair market value of \$8500.00.

In the alternative, Snyder failed to make all payments due under the contract. Snyder owes \$6100.00 for pulp wood removed and a balance of \$5000.00 representing the last payment.

All defendants deny removing any wood belonging to Plaintiff.

Exhibits:

1. All exhibits attached to the pleadings
2. Reserves the right to enter exhibits offered by Plaintiff.

Witnesses:

1. Parties to the litigation - liability / damages
2. Representaive of Rishel Enterprises, Inc., 1229 Turnpike Ave. Ext., Clearfield, PA 16830 - liability / damages

Legal Theory:

The basis of Defendants' position is hornbook contract and tort law. (beach of contract & conversion of property)

Damages:

1. Breach of contract - \$6100.00
2. Breach of contract - \$5000.00
3. Conversion - \$8500.00 FMV (treble damages permitted for timber)

Evidentiary Problems:

None.

Stipulations:

Authentication of Exhibit "B" of the Answer.

Points for Charge:

N/A

Estimated Time for Trial:

One (1) day



Chris A. Pentz
Attorney for Defendants

PRE TRIAL MEMORANDUM

1/3/08

DAVID B SNYDER

PLAINTIFF

US

NO. OS-816-CD:

JAMES R. SWATSWORTH,

RODNEY SWATSWORTH

AND ORAN Bloom

DEFENDANTS

#1, ON OCT. 9, 2002 I ENTERED INTO AN AGREEMENT WITH JAMES R. SWATSWORTH TO HARVEST TIMBER ON THE RISHEL ENTERPRISE TRACT LOCATED IN PENN & PIKE TWPS. CLEARFIELD, CO. PA. MR. SWATSWORTH WAS TO HELP CUT THE TIMBER AS WELL AS SUPERVISE OTHER LOGGERS, IN EXCHANGE FOR RECEIVING \$1.00 PER TON FOR ALL PAPERWOOD. PRIOR TO THIS AGREEMENT, THE RISHEL PROPERTY WAS LOGGED BY KENNETH MILLER FROM STATE COLLEGE, PA. AND THE RISHEL'S HAD ALSO CUT LOGS FROM THE PROPERTY.

AFTER I MADE THE 25TH PAYMENT ON OR ABOUT MAY, 15, 2003, WITH OUT CAUSE OR PROVOCATION, RISHEL & SWATSWORTH ORDERED ME AND MY CONTRACT LOGGERS TO DISCONTINUE ALL TIMBER HARVESTING,

THERE WERE 9 TRIAxLE LOADS OF SAWLOGS THAT WERE CUT AND SKID TO 3 DIFFERENT STAGING AREAS. THERE WERE 6 LOADS SOUTH OF

PG #2

PA RT 879 AND 3 LOADS NORTH
OF PA RT 879,

I WAS AT THE PROPERTY WITH
TODD WILCOX WHEN I OBSERVED
THE SWATSWORTH'S WITH ORAN
BLOOM AND HIS TIMBER JACK LOGGING
SKIDDER, REMOVING THE SAW LOGS,

JIM + RODNEY SWATSWORTH AND
ORAN BLOOM HAULED THE 9 TRIAXLE
LOADS OF LOGS TO MARKET. EACH
LOAD WAS VALUED AT \$1,000.00 TO
\$1200.00 MAKING THEIR VALUE AT
\$9,000.00 - \$10,800.00

JIM + RODNEY SWATSWORTH ADMIT
THEY TOOK THE SAWLOGS.

#2. LIST OF EXHIBITS.

A. TIMBER AGREEMENT.

#3. WITNESSES:

JAMES R. SWATSWORTH WINDY HILL
RODNEY SWATSWORTH 47 ADDERMAN LN. CURWENSVILLE PA
ORAN BLOOM 174 BOBS RD. MADEIRA PA
JAMES KELLER HICKORY RD. PENFIELD PA
CLATON MAINES 1370 WHITE TALE ALLEY WOODLAND PA

Pg #3.

#4. THE DEFENDENTS REMOVED SAWLOGS
THAT BELONGED TO ME.

#5. SINCE THE DEFENDANTS REMOVED
AND SOLD MY SAWLOGS, I SHOULD
BE COMPENSATED FOR THEM.

#6. N/A

#7. THE DEFENDANTS ADMIT TO REMOVING
THE SAWLOGS

#8. N/A.

#9. ONE HOUR.

Sincerely yours

David Snyder
1170 FIRE POWER RD
RENOVOSVILLE, PA, 15851

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

TIMBER AGREEMENT

THIS AGREEMENT, made and entered into this 9 TH day of OCT, 2002

BETWEEN

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

SITUATED IN:

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

AND

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

TIMBER AGREEMENT

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

All species 12 inches and up chest high.

All acreage south of Rt. 879

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

- ***CUTTING OPERATION:***

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

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

- ***PAYMENT:***

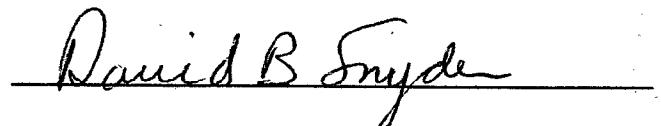
Down payment of \$40,000 and twenty-six(26) weekly payments, twenty-five at \$4,000 and the last payment being \$5,000.

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

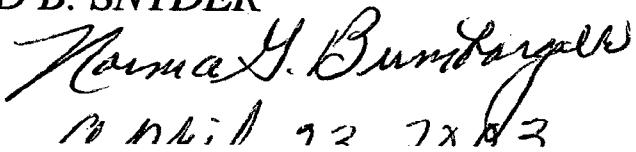
J.R.S. guarantee's title to the timber and will defend such at his own cost, if necessary.



JAMES R. SWATSWORTH



DAVID B. SNYDER


Norma G. Bumbarger
B.M.B. 192 7x82

Notarial Seal
Norma G. Bumbarger, Notary Public
Curwensville Boro, Clearfield County
My Commission Expires Jan. 17, 2006

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

DAVID D. SNYDER, i/t/d/b/a/
SNYDER LUMBER, Plaintiff

vs

JAMES R. SWATSWORTH, RODNEY
SWATSWORTH and ORAN BLOOM,
Defendants

*

*

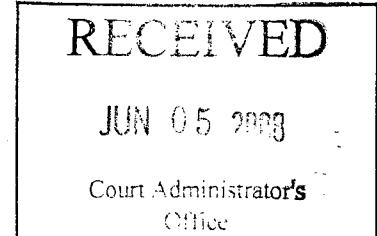
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*

No. 2005- 816 -CD



DEFENDANTS' BRIEF PURSUIT TO LOCAL RULE 210

History of Case

This matter involves a dispute over timber. The case has allegations of both breach of contract and conversion of property.

Defendant James R. Swatsworth and Plaintiff executed a timber agreement on October 9, 2002. See Plaintiff's Trial Exhibit 1. The term of the agreement was for a period of one year with a six month extension if needed. The timber was on property owned by Kenneth K. Rishel et al. to which Defendant James R. Swatsworth had obtained the timber rights. See paragraph 19 of Plaintiff's New Matter as to Counterclaim. Defendant James R. Swatsworth and Plaintiff had a separate oral agreement that covered the pulp wood.

by arrangement

See paragraph 22 of Plaintiff's New Matter as to Counterclaim.

The Plaintiff is claiming that the Defendants converted staged timber that had been cut pursuant to the timber agreement between Defendant James R. Swatsworth and Plaintiff.

Plaintiff on the Counterclaims James R. Swatsworth alleges that Snyder breached the written contract by failing to make the final payment of \$5000.00; breached the oral contract by failing to pay for all of the pulp wood removed; and removed timber after the expiration of the right to do so.

This matter is presently before the Court for a decision following bench trial on May 25, 2008. The Court on that date directed the parties to submit briefs in no more than twenty (20) days. The complete procedural history is set forth on the attached docket entries.

Questions Involved

I. DID PLAINTIFF SUSTAIN HIS BURDEN OF PROOF CONCERNING HIS CLAIM THAT THE DEFENDANTS CONVERTED TIMBER?

II. DID PLAINTIFF ON THE COUNTERCLAIMS JAMES R. SWATSWORTH SUSTAIN HIS BURDEN OF PROOF ON THE CLAIMS THAT:

- A) SNYDER FAILED TO MAKE THE FINAL PAYMENT OF \$5000.00 AS REQUIRED BY THE WRITTEN TIMBER AGREEMENT?

B) SNYDER FAILED TO MAKE THE FULL PAYMENT OF \$7000.00 AS REQUIRED BY THE ORAL PULP WOOD AGREEMENT?

C) SNYDER REMOVED TIMBER HAVING A VALUE OF \$10,300.00 AFTER EXPIRATION OF THE WRITTEN TIMBER AGREEMENT?

Relevant Testimony

Receipt

The parties basically testified as alleged in their respective pleadings. The exception is that Snyder testified at trial that he possessed a copy of the receipt for the final payment of \$5000.00 as required by the written timber agreement. A copy of the receipt was entered as an exhibit at trial. Snyder testified that he supplied and completed the receipt which was signed by Defendant James R. Swatsworth. The payment was made in cash. The transaction occurred at the property containing the timber. (Penn/Pike Township) Mr. James R. Swatsworth took the original to an unknown location to obtain a photocopy and returned with a copy for Snyder.

*value
of
\$5000*

*P.A.
1/11/82*

Mr. James R. Swatsworth testified that the receipt was a forgery. He testified that the signature was his but that he had never placed it on the receipt. His opinion was that the signature on the receipt was his signature copied from the written timber agreement between Snyder and himself.

*No
photocopy*

Argument

The law concerning breach of contract and conversion as it applies to this case is pure Hornbook law. Counsel for Defendants has no case law which would provide any further insight to this area than the Court already possesses.

The law concerning the authority to determine the validity of the signature on the receipt is equally clear. The Court has the authority, as the trier of fact, to compare the signatures in question and determine the validity of the signature on the receipt. *Levy v. Lenenberg*, 795 A.2d 419 (Pa.Super. 2002).

Levy
signature
by the Court.

This case, as in the majority of cases, is ultimately one of credibility. The Court should find it suspicious that the receipt was not mentioned until the time of trial. Snyder never refers to a receipt in any of his pleadings. Snyder's New Matter as to this issue alleges a breach of contract by Mr. James R. Swatsworth as the basis for not being required to make the final payment of \$5000.00. Snyder also failed to mention the receipt in his pretrial statement. It is beyond all logic and reason that such an important document would be over looked for so long.

Pr 54

Snyder's credibility is further damaged when a comparison is made between the signature on the receipt and the signature on the timber agreement. Counsel would argue that it is more than a coincidence that:

- 1. Snyder did not keep the original receipt.
- 2. The payment was in cash.
- 3. The receipt form was provided by Snyder.
- 4. The receipt was filled-in by Snyder.
- 5. Snyder possessed a signed copy of the timber Agreement containing Swatsworth's signature.

Certainly as the trier of fact the Court can believe all, none, or part of what a witness says. Citations omitted. The blatant falsification of the receipt places Snyder in the "none" category.

Conclusion

Your Honorable Court should find that Plaintiff Snyder has failed to establish his burden of proof and that James R. Swatsworth has met his burden of proof as to the claims set forth in his counter claims.

Respectfully submitted,


Chris A. Bentz
Attorney for Defendants

Date: 06/05/2008

Time: 09:27 AM

Page 1 of 2

Clearfield County Court of Common Pleas

User: PUBLIC

ROA Report

Case: 2005-00816-CD

Current Judge: Fredric Joseph Ammerman

David B. Snyder, Snyder Lumber vs. James R. Swatsworth, Rodney Swatsworth, Oran Bloom

Civil Other

Date	Judge
06/09/2005	New Case Filed.
	Filing: Civil Complaint Paid by: Bowers, S. Casey (attorney for Snyder, David B.) Receipt number: 1902671 Dated: 06/09/2005 Amount: \$85.00 (Check) 3 Cert. to Sheriff
08/24/2005	Answer to Complaint, Re: Oran Bloorn, filed by s/ Chris A. Pentz Esq. 1CC Atty Pentz.
09/16/2005	Answer To Complaint, Re: Rodney Swatsworth, filed by s/ Chris A. Pentz, Esq. No CC
09/23/2005	Sheriff Return, June 24, 200 Papers served on James R. Swatsworth and Rodney Swatsworth and on July 5, 2005 paper served on Oran Bloom. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm. Sheriff Hawkins costs pd by atty for plff \$137.76
09/27/2005	Answer To Complaint/Counterclaim, Re: James Swatsworth, filed by s/ Chris A. Pentz, Esquire. No CC
10/20/2005	Praecipe for Argument filed. By s/ S. Casey Bowers, esquire. 1CC Atty Preliminary Objections To Defendant, James R. Swatsworth's Counter-Claim. Filed by s/ S. Casey Bowers, Esquire. 1CC Atty Order of Court AND NOW, this 21st day of October, 2005, upon consideration of the Plaintiff's Preliminary Objections to Defendant James R. Swatsworth's Counterclaim, IT IS HEREBY ORDERED that argument on the same is hereby scheduled for the 18th day of November 2005 at 9:00 a.m. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty Bowers
11/14/2005	Motion For Continuance/Order, filed by s/ Chris A. Pentz, Esquire. 3CC atty Pentz
11/22/2005	Order AND NOW, this 17th day of November, 2005 the continuance request is hereby granted to the 16th day of December 2005 at 2:00 p.m. in Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty Pentz.
12/08/2005	Substitute Verification, filed by s/ Chris A. Pentz, Esquire. 1CC Atty. Pentz
12/16/2005	Answer to Preliminary Objections to Defendant, James R. Swatsworth's Counterclaim, filed by s/ Chris A. Pentz Esq. No CC. Certificate of Service, filed. That on the 16th day of December, 2005, a copy of Defendant, James R. Swatsworth's Answer to Preliminary Objections to Defendant James R. Swatsworth's Counterclaim, to Attorney S. Casey Bowers, filed by s/ Chris A. Pentz Esq. No CC.
12/20/2005	Order, NOW, this 16th day of Dec., 2005, Preliminary Objections are dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Attys: Bowers, Pentz
01/24/2006	Plaintiff's Answer and New Matter to Counterclaim, filed by s/ S. Casey Bowers Esq. No CC.
05/17/2006	Reply to New Matter of Plaintiff filed by s/ Chris A. Pentz Esq. 2CC Atty Pentz.
03/26/2007	Motion To Withdraw As Counsel, filed by s/ S. Casey Bowers, Esquire. 1CC Atty. Bowers

Fredric Joseph Ammerman

No Judge

Fredric Joseph Ammerman

Date: 06/05/2008

Time: 09:27 AM

Page 2 of 2

Clearfield County Court of Common Pleas

User: PUBLIC

ROA Report

Case: 2005-00816-CD

Current Judge: Fredric Joseph Ammerman

David B. Snyder, Snyder Lumber vs. James R. Swatsworth, Rodney Swatsworth, Oran Bloom

Civil Other

Date	Judge
03/26/2007	Certificate of Service, filed. That on the 23rd day of March 2007, a copy of the foregoing Motion to Withdraw as Counsel was forwarded to James A. Naddeo Esq., Chris A. Pentz Esq., and David B. Snyder, filed by s/ S. Casey Bowers Esq. 1CC Atty Bowers. Fredric Joseph Ammerman
03/29/2007	Order, NOW, this 28th day of March, 2007, Ordered that S. Casey Bowers and the law firm of Hanak, Guido & Taladay are withdrawn as counsel for David B. Snyder. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Bowers, Pentz; 1CC David Snyder - RR 3, Box 331, Reynoldsville, PA 15851 Fredric Joseph Ammerman
10/31/2007	Certificate of Readiness for Trial, Non-Jury Trial, filed by s/Chris A. Pentz, Esq. No CC Fredric Joseph Ammerman
12/04/2007	Order, this 4th day of Dec., 2007, it is Ordered that Pre-trial conference shall be held on the 15th day of Jan., 2008 in chambers at 3:00 p.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Bowers, Pentz Fredric Joseph Ammerman
12/13/2007	Praecipe to Withdraw, filed. In accordance with the Order of Court dated March 28, 2007, please withdraw my appearance as counsel on behalf of Plaintiff, David B. Snyder, in the above captioned matter, filed by s/ S. Casey Bowers Esq. No CC., copy to C/A. Fredric Joseph Ammerman
01/16/2008	Scheduling Order, NOW, this 16th day of Jan, 2008, it is Ordered that a Civil Bench Trial is scheduled for the 15th day of May, 2008 at 9:00 a.m. in Courtroom 1. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC D. Snyder - 1170 Fire Tower Road, Reynoldsville, PA 15851; 1CC Snyder Lumber, RD 3, Box 331, Reynoldsville, PA 15851; 2CC Atty. Pentz Fredric Joseph Ammerman
05/16/2008	Order, this 15th day of May, 2008, following Bench Trial, it is Ordered that counsel for both parties submit appropriate brief within 20 days from this date. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Plff & Atty. Pentz Fredric Joseph Ammerman