

06-943-CD
Greenwoods Hunting vs Punx. Hunting.

Greenwoods vs Punxsutawney hunting
2006-943-CD

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

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

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

Greenwoods Hunting & Fishing Club, Inc.

VS.

Punxsutawney Hunting Club, Inc.

06-943-CD

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

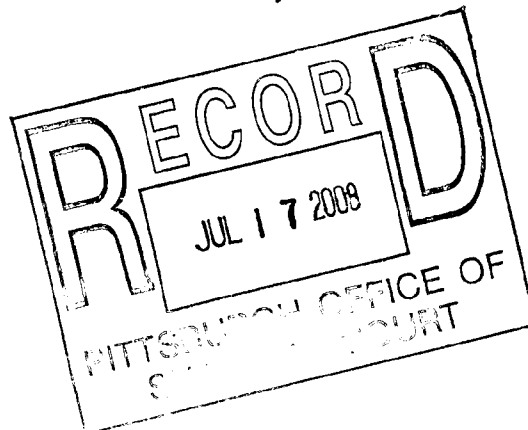
The documents comprising the record have been numbered from No. 22 to 24, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is July 16, 2008.



William A. Shaw
Prothonotary/Clerk of Courts

(seal)



C73 WDA 2008

Date: 7/16/2008

Time: 02:14 PM

Page 1 of 2

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

Date		Judge
6/13/2006	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: Yeager, Michael P. (attorney for Greenwoods Hunting & Fishing Club, Inc.) Receipt number: 1914266 Dated: 06/13/2006 Amount: \$85.00 (Check) 2CC Atty.	No Judge
6/22/2006	Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge
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	Acceptance of Service, filed. I, John P. Schwartz, President of the Punxsutawney Hunting Club Inc. defendant in the above-captioned matter, signed by s/ John P. Schwartz. No CC.	No Judge
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5/25/2007	Certificate of Readiness for Non-Jury Trial, filed by s/ Robert M. Hanak, Esquire. No CC	No Judge
7/27/2007	Order, this 27th day of July, 2007, it is Ordered that a Pre-Trial Conference shall be held on the 10th day of August, 2007, in Chambers at 11:30 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager Hanak	Fredric Joseph Ammerman
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1/14/2008	Order, this 11th day of Jan., 2008, following the conclusion of taking testimony relative the boundary line dispute, it is Ordered that counsel for both parties have no more than 45 days from this date in which to submit appropriate briefs. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager, Hanak	Fredric Joseph Ammerman
3/5/2008	Order NOW, this 3rd day of March 2008, it is the Findings and ORDER of this Court as Follows: In Re: Plaintiff's objection, Mr. Seese's survey and North/South boundary line, and The Plaintiff has met its burden of proof in showing of the property in dispute. Accordingly, it is the ORDER of this Court that title is confirmed in Greenwoods Hunting & Fishing Club Inc., of the 66.50 acres of property shown on the attached survey dated May 2006, Defendant Punxsutawney Hunting Club Inc., is ejected from the property. Opinion to be filed in the event of an appeal. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Yeager and Hanak.	Fredric Joseph Ammerman
3/17/2008	Post-Trial Motions, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman
3/19/2008	Order, this 19th day of March, 2008, the Court being in receipt of and having reviewed the Defendant's Post-Trial Motions, it is ORDERED that the Motions are dismissed. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 2CC Attys: Yeager, Hanak	Fredric Joseph Ammerman

Date: 7/16/2008

Time: 02:14 PM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

User: BHUDSON

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

JUL 16 2008

Civil Other-COUNT

Attest.
Judge

William L. Proth
Prothonotary/
Clerk of Courts

Date		
4/15/2008	Filing: Appeal to High Court Paid by: Hanak, Robert M. (attorney for Punxsutawney Hunting Club, Inc.) Receipt number: 1923603 Dated: 4/15/2008 Amount: \$50.00 (Check) Defendant Punxsutawney Hunting Club, Inc., hereby appeals to the Superior Court of Pennsylvania. filed by s/ Robert M. Hanak, Esquire. 1CC & Check for \$60.00 to Superior Court.	Fredric Joseph Ammerman
4/16/2008	Order, this 15th day of April, 2008, this Court having been notified of Appeal Fredric Joseph Ammerman to the Superior Court, it is Ordered that Punxsutawney Hunting Club, Inc., Appellant, file a concise statement of the matters complained of on said Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Hanak, Yeager	
4/21/2008	Appeal Docket Sheet, filed. 673 WDA 2008 No CC	Fredric Joseph Ammerman
4/23/2008	Defendant's Statement of Matters Complained of on Appeal, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman
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6/16/2008	Transcript of Proceedings, filed. Civil Bench Trial held before the Honorable Fredric J. Ammerman, P.J. on Friday, January 11, 2008	Fredric Joseph Ammerman
6/27/2008	Opinion, BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorneys Yeager and Hanak One CC D. Mikesell and Law Library June 27, 2008, Mailed Appeal to Superior Court. June 27, 2008, Letters, Re: Notification of mailing appeal mailed to Michael P. Yeager, Esq. and Robert M. Hanak, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c). Letter, Re: Appeal mailed to Superior Court June 27, 2008.	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman
7/2/2008	Certificate of Contents, this 27th day of June, 2008, Proth of Clfd. Co. does hereby certify that attached is the original record of the case currently on Appeal. Record received by Pittsburgh Office of Superior Court on June 30, 2008.	Fredric Joseph Ammerman
7/14/2008	Petition for Correction or Modification of the Record, filed by s/Robert M. Hanak, Esq. No CC Order, AND NOW, this 14th day of July, 2008, upon consideration of Petition for Correction or Modification of the Record, Petition is Granted. Defendant's Exhibits A and B are to be added to this record as exhibits for consideration on appeal. The Prothonotary is directed to certify Defendant's Exhibits A and B as part of the record and transmit these documents to the Superior Court for inclusion in the record on appeal. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Hanak	Fredric Joseph Ammerman Fredric Joseph Ammerman
7/16/2008	July 16, 2008, Mailed Supplement to Appeal to Superior Court. July 16, 2008, Letters, Re: Notification of mailing supplement to appeal mailed to Michael P. Yeager, Esq. and Robert M. Hanak, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	Fredric Joseph Ammerman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

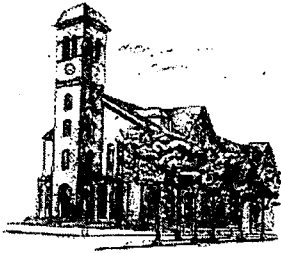
No. 06-943-CD
Greenwoods Hunting & Fishing Club, Inc.
VS.
Punxsutawney Hunting Club, Inc.

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
22	06/27/08	Letter, Re: Appeal mailed to Superior Court June 27, 2008	01
23	07/02/08	Certificate of Contents	01
24	07/14/08	Petition for Correction or Modification of the Record with Order filed July 14, 2008, granting petition and ordering exhibits be added to this record for consideration on appeal and be transmitted to Superior Court for inclusion on the record.	09
25	07/16/08	Letters, Re: Notification of mailing supplement to appeal mailed to Michael P. Yeager, Esq. and Robert M. Hanak, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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02	06/22/06	Acceptance of Service	02
03	06/22/06	Acceptance of Service	02
04	06/22/06	Acceptance of Service	02
05	07/17/06	Answer to Complaint, New Matter and Counterclaim	10
06	08/02/06	Reply to New Matter and Counterclaim	07
07	05/25/07	Certificate of Readiness for Non-Jury Trial	01
08	07/27/07	Order, Re: Pre-Trial Conference scheduled	01
09	08/13/07	Order, Re: Civil Bench Trial scheduled	01
10	01/14/08	Order, Re: briefs to be submitted	01
11	03/05/08	Order, Re: Plaintiff has met its burden of proof in showing of the property in dispute	03
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14	04/15/08	Appeal to High Court	04
15	04/16/08	Order, Re: concise statement to be filed	01
16	04/21/08	Appeal Docket Sheet, 673 WDA 2008	03
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19	06/16/08	Transcript of Proceedings, Civil Bench Trial, January 11, 2008	Separate Cover
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		Appeal Mailed to Superior Court June 27, 2008	



Clearfield County Office of the Prothonotary and Clerk of Courts

COPY

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

Fredric J. Ammerman, P.J.
Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

Michael P. Yeager, Esq.
PO Box 752
110 North Second Street
Clearfield, PA 16830

Robert M. Hanak, Esq.
PO Box 487
DuBois, PA 15801

Greenwoods Hunting & Fishing Club, Inc.
Vs.
Punxsutawney Hunting Club, Inc.

Court No. 06-943-CD; Superior Court No. 673 WDA 2008


Dear Counsel:

Please be advised that a supplement to the above referenced record was forwarded to the Superior Court of Pennsylvania on July 16, 2008.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

FILED
0720964
JUL 16 2008

 William A. Shaw
Prothonotary/Clerk of Courts

#25

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-943-CD
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Date: 7/16/2008

Time: 02:04 PM

Page 1 of 2

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

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Page 2 of 2

Clearfield County Court of Common Pleas

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User: BHUDSON

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

Date	Judge
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Filing: Appeal to High Court Paid by: Hanak, Robert M. (attorney for Punxsutawney Hunting Club, Inc.) Receipt number: 1923603 Dated: 4/15/2008 Amount: \$50.00 (Check) Defendant Punxsutawney Hunting Club, Inc., hereby appeals to the Superior Court of Pennsylvania. filed by s/ Robert M. Hanak, Esquire. 1CC & Check for \$60.00 to Superior Court.	
4/16/2008	Fredric Joseph Ammerman
Order, this 15th day of April, 2008, this Court having been notified of Appeal Fredric Joseph Ammerman to the Superior Court, it is Ordered that Punxsutawney Hunting Club, Inc., Appellant, file a concise statement of the matters complained of on said Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Hanak, Yeager	
4/21/2008	Fredric Joseph Ammerman
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Opinion, BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorneys Yeager and Hanak One CC D. Mikesell and Law Library	
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June 27, 2008, Letters, Re: Notification of mailing appeal mailed to Michael P. Yeager, Esq. and Robert M. Hanak, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	
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Certificate of Contents, this 27th day of June, 2008, Proth of Clfd. Co. does hereby certify that attached is the original record of the case currently on Appeal.	
	Fredric Joseph Ammerman
Record received by Pittsburgh Office of Superior Court on June 30, 2008.	
7/14/2008	Fredric Joseph Ammerman
Petition for Correction or Modification of the Record, filed by s/Robert M. Hanak, Esq. No CC	
	Fredric Joseph Ammerman
Order, AND NOW, this 14th day of July, 2008, upon consideration of Petition for Correction or Modification of the Record, Petition is Granted. Defendant's Exhibits A and B are to be added to this record as exhibits for consideration on appeal. The Prothonotary is directed to certify Defendant's Exhibits A and B as part of the record and transmit these documents to the Superior Court for inclusion in the record on appeal. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Hanak	
	I hereby certify this to be a true and attested copy of the original statement filed in this case.

JUL 16 2008

Attest.

William E. Brown
Prothonotary/
Clerk of Courts

CMF

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

CIVIL ACTION - LAW EQUITY

No. 943 - 2006 C.D.

Type of pleading

**PETITION FOR CORRECTION OR
MODIFICATION OF THE RECORD**

Filed on behalf of:

DEFENDANT

Counsel of Record for This
Party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801

814-371-7768

FILED NO CC
JUL 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

#24

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

GREENWOODS HUNTING &	:	
FISHING CLUB, INC.,	:	
Plaintiff	:	
	:	
vs.	:	No. 943 - 2006 C.D.
	:	
PUNXSUTAWNEY HUNTING	:	
CLUB, INC.,	:	
Defendant	:	

PETITION FOR CORRECTION OR MODIFICATION OF THE RECORD

AND NOW, the Defendant, PUNXSUTAWNEY HUNTING CLUB, INC., by and through its attorneys, HANAK, GUIDO AND TALADAY, Petitions the Court for Correction or Modification of the Record pursuant to Pa.R.A.P. Rule 1926, as follows:

1. This matter involves a boundary dispute instituted by a Complaint for Quiet Title and Ejectment.
2. A non-jury trial was held before this Court on January 11, 2008. Following testimony, the Court issued an Order filed January 14, 2008 establishing a briefing schedule, and further ordering "Defense counsel is permitted to take Defendant's Exhibit A with him (which has not yet been admitted) and substitute a copy or photograph of the same for inclusion in the record."

3. Subsequently, by Court Order filed March 5, 2008, the Court ruled that Defendant's Exhibits A and B were not admissible as evidence. By same Order, the Court ultimately ruled in favor of Plaintiff and against Defendant Punxsutawney Hunting Club.

4. Following Notice of Appeal filed by the Defendant, Punxsutawney Hunting Club, this matter is pending on appeal before the Superior Court of Pennsylvania at docket number 673 WDA 2008.

5. The issues presented on appeal include the admissibility of Defendant's Exhibits A under the "ancient document rule."

6. Defendant's Exhibit A is a mounted linen skin drawing of a survey prepared in 1921 by Ned McCartney, Engineer. Exhibit A was referred to in the trial proceedings as the "camp map" as it had been hanging on the wall of the Punxsutawney Hunting Camp for more than 50 years. A reproduction of the "camp map" is attached hereto as Defendant's Exhibit A, and is hereby offered to supplement and complete the record.

7. Defendant's Exhibit B is a survey of Lands of Punxsutawney Hunting Club prepared by Ned McCartney, Engineer. Exhibit B was offered into evidence, but apparently not left with the Court Reporter at the conclusion of trial. A copy of the survey marked as Defendant's Exhibit B is attached hereto and hereby offered as an exhibit to supplement and complete the record.

8. Pursuant to Rule of Appellate Procedure 1925(a), the Lower Court issued an Opinion filed June 27, 2008. At Footnote 1, the Court states

that Punxsutawney Exhibits A and B were intended to be made a part of the record for purposes of potential appellate review even if they were not admitted. The Court further states:

Due to the historical value to Punxsutawney of the large camp map being Exhibit A, it was agreed and ordered that counsel for Punxsutawney would keep the original, and supply a copy for inclusion into the record. *See Transcript January 11, 2008, pages 101 and 183.* Counsel took the original Exhibit A with him at the end of trial. However, the Court never received a copy of the Exhibit. Apparently counsel also took the original Exhibit B with him at the end of the trial as it cannot be located by either the Court or the Court Reporter.

9. Defendant's Counsel inadvertently neglected to supply the Court with a copy of the Exhibit A following trial. Also, until the Court Order of June 27, 2008, Defendant's Counsel was unaware that the Record did not contain Defendant's Exhibit B.

10. Pursuant to Pa.R.A.P. 1931, the Prothonotary of the Court of Common Pleas of Clearfield County transmitted the trial court record in this proceeding to the Superior Court of Pennsylvania. The record currently does not contain Defendant's Exhibit A or B.

11. This appeal involves the Court's grant of Plaintiff's objection to the admissibility of Defendant's Exhibits A and B. These Exhibits are of great importance to the appeal, as their admissibility into evidence is the central issue presented on appeal.

12. Under Rule 1926 of the Pennsylvania Rules of Appellate Procedure, Defendant requests this Court to modify the record by including the

enclosed copies of Defendant's Exhibits A and B in accordance with the Court's intent for these documents to be made part of the record for purposes of appellate review.

13. Defendant further requests the Court direct the Prothonotary to certify Defendant's Exhibits A and B as part of the record and transmit these documents to the Superior Court for inclusion in the record on appeal.

WHEREFORE, Defendant Punxsutawney Hunting Club, Inc., hereby petitions this Court to have the Prothonotary of Clearfield County correct the trial court record by submitting the Defendant's Exhibit A and Exhibit B, attached hereto, certifying and transmitting to the Superior Court as a supplemental record so that the Superior Court will have the completed record before it for purposes of appeal.

Respectfully Submitted,

Hanak, Guido & Taladay


A handwritten signature in black ink, appearing to read 'Robert M. Hanak', is written over a horizontal line.

Robert M. Hanak
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that on the 11 day of July, 2008, I served a copy of the within PETITION FOR CORRECTION OR MODIFICATION OF THE RECORD by first class mail, postage prepaid, to the following:

Michael P. Yeager, Esq.
110 North Second Street
P. O. Box 752
Clearfield, PA 16830


Robert M. Hanak
Attorney for Defendant/Appellant
Punxsutawney Hunting Club

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

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

No. 943 - 2006 C.D.

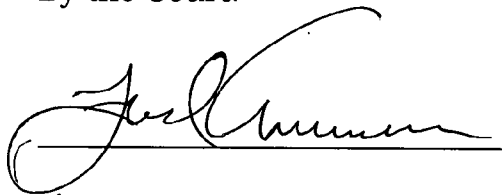
PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

ORDER

AND NOW, this 14 day of July, 2008 upon
consideration of PETITION FOR CORRECTION OR MODIFICATION OF
THE RECORD presented by Defendant, PUNXSUTAWNEY HUNTING
CLUB, INC., pursuant to Pa.R.A.P. Rule 1926, the Petition is hereby
GRANTED as follows:

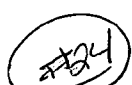
1. The copy of Defendant's Exhibit A was not admitted into evidence by the Court, but is to be added to the record in this matter as an exhibit for consideration on appeal.
2. The copy of Defendant's Exhibit B was not admitted into evidence by the Court, but is to be added to the record in this matter as an exhibit for consideration on appeal.
3. The Prothonotary is directed to certify Defendant's Exhibits A and Exhibit B as part of the record and transmit these documents to the Superior Court for inclusion in the record on appeal.

By the Court:

 J.


FILED
013:00301
JUL 14 2008

William A. Shaw
Prothonotary/Clerk of Courts



FILED

JUL 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/14/08

X You are responsible for serving all appropriate parties.

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

 Plaintiff(s) Plaintiff(s) Attorney Other

 Defendant(s) Defendant(s) Attorney

 Special Instructions:

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

Greenwoods Hunting & Fishing Club, Inc.

Vs.

Case No. 2006-00943-CD

Punxsutawney Hunting Club, Inc.

FILED

JUL 02 2008

W/11:30/10
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF CONTENTS

NOW, this 27th day of June, 2008, the undersigned, Prothonotary or Deputy Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, the said Court of record, does hereby certify that attached is the original record of the case currently on Appeal.

An additional copy of this Certificate is enclosed with the original hereof and the Clerk or Prothonotary of the Superior Court is hereby directed to acknowledge receipt of the Appeal Record by executing such copy at the place indicated by forthwith returning the same to this Court.

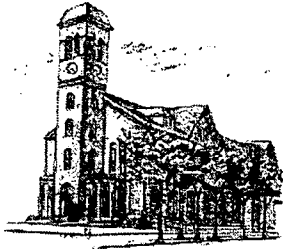
By: William A. Shaw
William A. Shaw, Prothonotary

Record, Etc. Received:

Date: 6/30/08

[Signature]
(Signature & Title)

23



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

June 27, 2008

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

RE: Greenwoods Hunting & Fishing Club, Inc.

vs

Punxsutawney Hunting Club, Inc.

No. 06-943-CD

Superior Court No. 673 WDA 2008

Dear Prothonotary:

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

Sincerely,

William A. Shaw
Prothonotary

FILED

07/01/08
JUN 27 2008

 William A. Shaw
Prothonotary/Clerk of Courts

22

FILED

JUN 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 673 WDA 2008

Page 1 of 3

April 18, 2008



Greenwoods Hunting & Fishing Club, Inc.,

v

Punxsutawney Hunting Club, Inc., Appellant

06-943-CD

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: April 17, 2008

Awaiting Original Record

Journal Number:

Case Category: Civil

CaseType:

Equity

Consolidated Docket Nos.:

Related Docket Nos.:

SCHEDULED EVENT

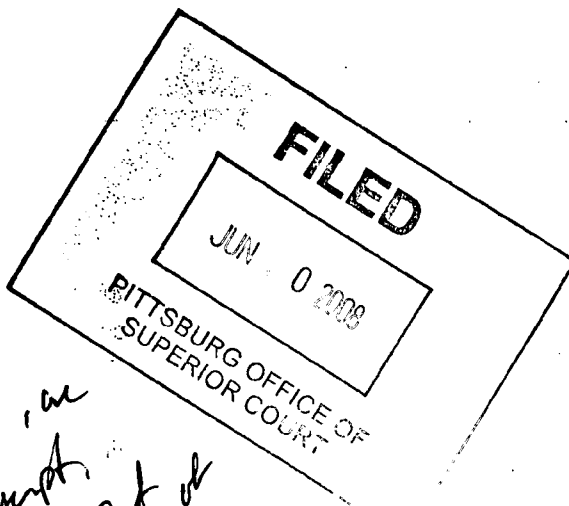
Next Event Type: Receive Docketing Statement

Next Event Due Date: May 2, 2008

Next Event Type: Original Record Received

Next Event Due Date: June 16, 2008

673 WDA 2008



Rec'd, as
transcript
as set of
exhibits

FILED No cc
m/12/29/08
APR 21 2008 CLK

William A. Shaw
Prothonotary/Clerk of Courts

FILED

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 673 WDA 2008**Page 2 of 3****April 18, 2008****COUNSEL INFORMATION**

Appellant Punxsutawney Hunting Club, Inc.
Pro Se: Appoint Counsel Status:
IFP Status: No

Appellant Attorney Information:

Attorney: Hanak, Robert M.
Bar No.: 5911 **Law Firm:** Hanak, Guido & Taladay
Address: PO Box 487
DuBois, PA 15801
Phone No.: (814)371-7768 **Fax No.:** (814)371-1974
Receive Mail: Yes
E-Mail Address:
Receive E-Mail: No

Appellee Greenwoods Hunting & Fishing Club, Inc.
Pro Se: Appoint Counsel Status:
IFP Status:

Appellee Attorney Information:

Attorney: Yeager, Michael P.
Bar No.: 15587 **Law Firm:**
Address: 110 N 2nd Street
PO Box 752
Clearfield, PA 16830-2253
Phone No.: (814)765-9611 **Fax No.:** (814)765-9503
Receive Mail: Yes
E-Mail Address: mpyesqo@atlanticbb.net
Receive E-Mail: No

FEE INFORMATION

Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
4/15/08	Notice of Appeal	60.00	60.00	2008SPRWD000401

TRIAL COURT/AGENCY INFORMATION

Court Below: Clearfield County Court of Common Pleas
County: Clearfield **Division:** Civil
Date of Order Appealed From: March 5, 2008 **Judicial District:** 46
Date Documents Received: April 17, 2008 **Date Notice of Appeal Filed:** April 15, 2008
Order Type: Order Entered **OTN:**
Judge: Ammerman, Fredric J. **Lower Court Docket No.:** 943-2006 C.D.
President Judge

ORIGINAL RECORD CONTENTS

Appeal Docket Sheet**Docket Number: 673 WDA 2008****Page 3 of 3****April 18, 2008****Superior Court of Pennsylvania****Original Record Item****Filed Date****Content/Description****Date of Remand of Record:****BRIEFS****DOCKET ENTRIES**

Filed Date	Docket Entry/Document Name	Party Type	Filed By
April 17, 2008	Notice of Appeal Filed	Appellant	Punxsutawney Hunting Club, Inc.
April 18, 2008	Docketing Statement Exited (Civil)		Valecko, Eleanor R.

FILED

APR 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

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

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

Greenwoods Hunting & Fishing Club, Inc.

VS.

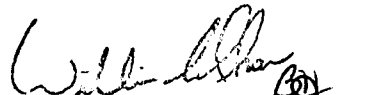
Punxsutawney Hunting Club, Inc.

06-943-CD

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

The documents comprising the record have been numbered from **No. 1** to 21, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is June 27, 2008.



William A. Shaw
Prothonotary/Clerk of Courts

(seal)

Date: 6/27/2008

Time: 01:54 PM

Page 1 of 2

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

Date		Judge
6/13/2006	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: Yeager, Michael P. (attorney for Greenwoods Hunting & Fishing Club, Inc.) Receipt number: 1914266 Dated: 06/13/2006 Amount: \$85.00 (Check) 2CC Atty.	No Judge
6/22/2006	Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge
	Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge
	Acceptance of Service, filed. I, John P. Schwartz, President of the Punxsutawney Hunting Club Inc. defendant in the above-captioned matter, signed by s/ John P. Schwartz. No CC.	No Judge
7/17/2006	Answer to Complaint, New Matter and Counterclaim, filed by s/ Robert M. Hanak Esq. No CC.	No Judge
8/2/2006	Reply To New Matter and Counterclaim, filed by s/ Michael P. Yeager, Esquire. No CC	No Judge
5/25/2007	Certificate of Readiness for Non-Jury Trial, filed by s/ Robert M. Hanak, Esquire. No CC	No Judge
7/27/2007	Order, this 27th day of July, 2007, it is Ordered that a Pre-Trial Conference shall be held on the 10th day of August, 2007, in Chambers at 11:30 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager Hanak	Fredric Joseph Ammerman
8/13/2007	Order, this 10th day of August, 2007, it is Ordered that a Civil Bench Trial shall be scheduled for Jan. 11, 2008 at 9:00 a.m., commencing again on Jan. 14, 2008, at 9:00 a.m. until 12 Noon if necessary, in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 1CC Attys: Hanak, Yeager	Fredric Joseph Ammerman
1/14/2008	Order, this 11th day of Jan., 2008, following the conclusion of taking testimony relative the boundary line dispute, it is Ordered that counsel for both parties have no more than 45 days from this date in which to submit appropriate briefs. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager, Hanak	Fredric Joseph Ammerman
3/5/2008	Order NOW, this 3rd day of March 2008, it is the Findings and ORDER of this Court as Follows: In Re: Plaintiff's objection, Mr. Seese's survey and North/South boundary line, and The Plaintiff has met its burden of proof in showing of the property in dispute. Accordingly, it is the ORDER of this Court that title is confirmed in Greenwoods Hunting & Fishing Club Inc., of the 66.50 acres of property shown on the attached survey dated May 2006, Defendant Punxsutawney Hunting Club Inc., is ejected from the property. Opinion to be filed in the event of an appeal. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Yeager and Hanak.	Fredric Joseph Ammerman
3/17/2008	Post-Trial Motions, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman
3/19/2008	Order, this 19th day of March, 2008, the Court being in receipt of and having reviewed the Defendant's Post-Trial Motions, it is ORDERED that the Motions are dismissed. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 2CC Attys: Yeager, Hanak	Fredric Joseph Ammerman

Date: 6/27/2008

Time: 01:54 PM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

Date		Judge
4/15/2008	Filing: Appeal to High Court Paid by: Hanak, Robert M. (attorney for Punxsutawney Hunting Club, Inc.) Receipt number: 1923603 Dated: 4/15/2008 Amount: \$50.00 (Check) Defendant Punxsutawney Hunting Club, Inc., hereby appeals to the Superior Court of Pennsylvania. filed by s/ Robert M. Hanak, Esquire. 1CC & Check for \$60.00 to Superior Court.	Fredric Joseph Ammerman
4/16/2008	Order, this 15th day of April, 2008, this Court having been notified of Appeal to the Superior Court, it is Ordered that Punxsutawney Hunting Club, Inc., Appellant, file a concise statement of the matters complained of on said Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Hanak, Yeager	Fredric Joseph Ammerman
4/21/2008	Appeal Docket Sheet, filed. 673 WDA 2008 No CC	Fredric Joseph Ammerman
4/23/2008	Defendant's Statement of Matters Complained of on Appeal, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman
5/9/2008	Filing: Judgment Paid by: Hanak, Guido and Taladay Receipt number: 1923985 Dated: 5/9/2008 Amount: \$20.00 (Check) Judgment entered in favor of Plaintiff, Greenwoods Hunting & Fishing Club, Inc. and against the Defendant, Punxsutawney Hunting Club, Inc. on the decision and Order of the Court filed March 5, 2008, following trial without jury, post-trial motions having been denied by Court Order filed March 19, 2008. Notice mailed to Attorney Michael Yeager	Fredric Joseph Ammerman
6/16/2008	Transcript of Proceedings, filed. Civil Bench Trial held before the Honorable Fredric J. Ammerman, P.J. on Friday, January 11, 2008	Fredric Joseph Ammerman
6/27/2008	Opinion, BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorneys Yeager and Hanak One CC D. Mikesell and Law Library June 27, 2008, Mailed Appeal to Superior Court. June 27, 2008, Letters, Re: Notification of mailing appeal mailed to Michael P. Yeager, Esq. and Robert M. Hanak, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	Fredric Joseph Ammerman Fredric Joseph Ammerman

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

JUN 27 2008

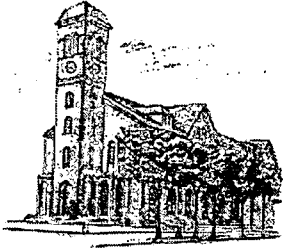
Attest.

William A. Breen
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-943-CD
 Greenwoods Hunting & Fishing Club, Inc.
 VS.
 Punxsutawney Hunting Club, Inc.

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	06/13/06	Civil Complaint	30
02	06/22/06	Acceptance of Service	02
03	06/22/06	Acceptance of Service	02
04	06/22/06	Acceptance of Service	02
05	07/17/06	Answer to Complaint, New Matter and Counterclaim	10
06	08/02/06	Reply to New Matter and Counterclaim	07
07	05/25/07	Certificate of Readiness for Non-Jury Trial	01
08	07/27/07	Order, Re: Pre-Trial Conference scheduled	01
09	08/13/07	Order, Re: Civil Bench Trial scheduled	01
10	01/14/08	Order, Re: briefs to be submitted	01
11	03/05/08	Order, Re: Plaintiff has met its burden of proof in showing of the property in dispute	03
12	03/17/08	Post-Trial Motions	13
13	03/19/08	Order, Re: Defendant's Post-Trial Motions are dismissed	01
14	04/15/08	Appeal to High Court	04
15	04/16/08	Order, Re: concise statement to be filed	01
16	04/21/08	Appeal Docket Sheet, 673 WDA 2008	03
17	04/23/08	Defendant's Statement of Matters Complained of on Appeal	07
18	05/09/08	Judgment	03
19	06/16/08	Transcript of Proceedings, Civil Bench Trial, January 11, 2008	Separate Cover
20	06/27/08	Opinion	09
21	06/27/08	Letters, Re: Notification of mailing appeal mailed to Michael P. Yeager, Esq. and Robert M. Hanak, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	04



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

Fredric J. Ammerman, P.J.
Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

Michael P. Yeager, Esq.
PO Box 752
110 North Second Street
Clearfield, PA 16830

Robert M. Hanak, Esq.
PO Box 487
DuBois, PA 15801

Greenwoods Hunting & Fishing Club, Inc.
Vs.
Punxsutawney Hunting Club, Inc.

Court No. 06-943-CD; Superior Court No. 673 WDA 2008

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on June 27, 2008.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

FILED
011:50301
JUN 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

(#21)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-943-CD
 Greenwoods Hunting & Fishing Club, Inc.
 VS.
 Punxsutawney Hunting Club, Inc.

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20	06/27/08	Opinion	09

Date: 6/27/2008

Time: 01:47 PM

Page 1 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-00943-CD

User: BHUDSON

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

Date		Judge
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6/22/2006	Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge
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	Acceptance of Service, filed. I, John P. Schwartz, President of the Punxsutawney Hunting Club Inc. defendant in the above-captioned matter, signed by s/ John P. Schwartz. No CC.	No Judge
7/17/2006	Answer to Complaint, New Matter and Counterclaim, filed by s/ Robert M. Hanak Esq. No CC.	No Judge
8/2/2006	Reply To New Matter and Counterclaim, filed by s/ Michael P. Yeager, Esquire. No CC	No Judge
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3/17/2008	Post-Trial Motions, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman
3/19/2008	Order, this 19th day of March, 2008, the Court being in receipt of and having reviewed the Defendant's Post-Trial Motions, it is ORDERED that the Motions are dismissed. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 2CC Attys: Yeager, Hanak	Fredric Joseph Ammerman

Date: 6/27/2008

Time: 01:47 PM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

Date		Judge
4/15/2008	Filing: Appeal to High Court Paid by: Hanak, Robert M. (attorney for Punxsutawney Hunting Club, Inc.) Receipt number: 1923603 Dated: 4/15/2008 Amount: \$50.00 (Check) Defendant Punxsutawney Hunting Club, Inc., hereby appeals to the Superior Court of Pennsylvania. filed by s/ Robert M. Hanak, Esquire. 1CC & Check for \$60.00 to Superior Court.	Fredric Joseph Ammerman
4/16/2008	Order, this 15th day of April, 2008, this Court having been notified of Appeal to the Superior Court, it is Ordered that Punxsutawney Hunting Club, Inc., Appellant, file a concise statement of the matters complained of on said Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Hanak, Yeager	Fredric Joseph Ammerman
4/21/2008	Appeal Docket Sheet, filed. 673 WDA 2008 No CC	Fredric Joseph Ammerman
4/23/2008	Defendant's Statement of Matters Complained of on Appeal, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman
5/9/2008	Filing: Judgment Paid by: Hanak, Guido and Taladay Receipt number: 1923985 Dated: 5/9/2008 Amount: \$20.00 (Check) Judgment entered in favor of Plaintiff, Greenwoods Hunting & Fishing Club, Inc. and against the Defendant, Punxsutawney Hunting Club, Inc. on the decision and Order of the Court filed March 5, 2008, following trial without jury, post-trial motions having been denied by Court Order filed March 19, 2008. Notice mailed to Attorney Michael Yeager	Fredric Joseph Ammerman
6/16/2008	Transcript of Proceedings, filed. Civil Bench Trial held before the Honorable Fredric J. Ammerman, P.J. on Friday, January 11, 2008	Fredric Joseph Ammerman
6/27/2008	Opinion, BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorneys Yeager and Hanak One CC D. Mikesell and Law Library	Fredric Joseph Ammerman

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

JUN 27 2008

Attest.

William E. Shaw
Prothonotary/
Clerk of Courts

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

GREENWOODS HUNTING & FISHING CLUB, INC., *
Plaintiff *

vs. *

NO. 06-943-CD *

PUNXSUTAWNEY HUNTING CLUB, INC., *
Defendant *

FILED

JUN 27 2008

OPINION

William A. Shaw
Prothonotary/Clerk of Courts

On July 13, 2006 Greenwood's Hunting & Fishing Club, Inc. (Greenwoods) filed a

Complaint for Quiet Title and Ejectment against the Punxsutawney Hunting Club, Inc.

(Punxsutawney). Greenwood's has deed title to approximately 1100 acres which is claimed to be all of Warrant No. 5320 located in Goshen Township, Clearfield County.

Punxsutawney owns 4 contiguous Warrants being Nos. 5299, 5300, 5301 and 5302 which contain approximately 1100 acres each, all in Lawrence Township, Clearfield County. Warrant No. 5301 owned by Punxsutawney directly abuts the Warrant owned by Greenwood's. In other words, the western boundary line of Greenwood's abuts the eastern boundary line of Punxsutawney (Warrant No. 5301) for the full north to south span of the border.

The question in this case concerns the exact location of the line where the two warrants abut. Approximately 66.5 acres is claimed by Greenwood's, but is also claimed by Punxsutawney. Greenwood's Exhibit 11 introduced at time of trial is a map showing the location of the disputed 66.5 acres. Greenwood's has also cut and converted some timber in the disputed area without any sharing of proceeds. Punxsutawney has brought a counterclaim against Greenwood's for conversion of the timber which Punxsutawney claims it owns.

Non-jury trial was held before the Court on January 11, 2008. Following the same and the Court's receipt of the parties' briefs, the Court issued its Order of March 3, 2008.

Through this Order, the Court found in favor of Greenwoods determining that it had met its burden of proof and presented credible evidence such that the boundary line was determined to be that as designated on Plaintiff's Exhibit 11 by Greenwoods' surveyor, Mr. Seese, of CPS Surveys, Inc. A copy of the survey locating the boundary line by Galen Seese was attached to the Court's Order. Punxsutawney thereafter filed Post Trial Motions which were dismissed by this Court's Order of March 19, 2008. A timely appeal was then filed. This Opinion is being written pursuant to Rule of Appellate Procedure 1925(a).

Punxsutawney's Concise Statement of Matters Complained of on Appeal frames the issues, which are:

1. The Court erred in refusing to admit Punxsutawney's Exhibit A, being a camp map, and Punxsutawney's Exhibit B, being a survey, into evidence pursuant to the Ancient Document Rule as set forth in the Pennsylvania Rule of Evidence 901(b)(8) for the purpose of establishing the historically recognized boundary line and to substantiate field markings;
2. The Court's findings are against the weight of the evidence and constitute an abuse of discretion as the Court's findings were not supported by competent evidence. The weight of the evidence supports finding that the appropriate boundary line is as determined by the surveyors for Greenwoods.

David J. Thorp, a surveyor of Curry & Associates as well as Lionel Alexander, a surveyor with Alexander & Associates, Inc. both testified on behalf of Punxsutawney. Their conclusions that the north/south boundary line was located in conformity with

Punxsutawney's claim were principally based upon two exhibits offered by Punxsutawney at time of trial. These were Defendant's Exhibit A, which purported to be a redrawing of a survey prepared in 1921 by Ned McCartney, Engineer. This "camp map" had been hanging on the wall of Punxsutawney's camp for approximately 50 years. Defendant's Exhibit B was purported to be the Ned McCartney survey as referenced in Exhibit A. Punxsutawney requested that its' Exhibits A and B be admitted pursuant to the Ancient Document Rule. Greenwoods objected on the basis that the two Exhibits did not meet with the requirements of the Ancient Document Rule as codified in Pennsylvania Rule of Evidence 901(b)(8). Ultimately, through the Order of March 3, 2008 the Court granted Greenwoods objections to both Exhibits and refused to admit them. The Court found that Exhibit A was not admitted as Punxsutawney purported the same to be a survey. The document was clearly not a survey, did not contain either a signature of a surveyor nor a surveyor's seal, and was a redrawing. Its author was unknown. Punxsutawney's Exhibit B was not admitted as the Court found that Punxsutawney did not show an appropriate chain of custody and that the document contained insufficient indicia of reliability.¹

Punxsutawney offered the testimony of its President, John P. Schwartz, in an attempt to qualify admission of Exhibit B under the Ancient Document Rule. However, he was unsure if it was even the same map that he believes was given to him by a club member whose grandfather had been president of the club many years earlier. Transcript of January 11, 2008 pages 98 and 102. On this basis the Court found an insufficient foundation to establish an appropriate chain of custody.

¹ Punxsutawney Exhibits A and B were intended by the Court to be made part of the record for purposes of potential appellate review even if they were not admitted. Due to the historical value to Punxsutawney of the large camp map being Exhibit A, it was agreed and ordered that counsel for Punxsutawney would keep the original, and supply a copy for inclusion into the record. See Transcript of January 11, 2008, pages 101 and 183. Counsel took the original Exhibit A with him at the end of the trial. However, the Court never received a copy of the Exhibit. Apparently counsel also took the original Exhibit B with him at the end of the trial as it cannot be located by either the Court or the Court Reporter.

The Ancient Document Rule states that a document is properly authenticated and is to be considered an ancient document when it is (a) in such condition as to create no suspicion concerning its authenticity, (b) was in the place where it, if authentic, would likely be and (c) has been in existence 30 years or more at the time it is offered.

Generally, in order for a document to be admissible, "A proponent must show that the document is what it purports to be and that it relates to an issue or issues in the truth determining process." Cmwlth. v. Brooks, 508 A.2d 316, 318 (Pa.Super. 1986). The Rules of Authentication exist and are necessary "because of the problems involved in ascertaining the authorship of documents." Id. Further, "the purpose of this rule is to provide a necessary check against fraud or mistake." Id.; Citing Cmwlth. v. Harrison, 434 A.2d 808 (Pa.Super. 1981). Circumstantial evidence is one avenue which may be utilized and is permissible for proper authentication. One means of circumstantial proof is though the Ancient Document Rule which "exempts documents from other authentication when the document is at least 30 years old, is free from suspicious alterations, and has been in proper custody. . . ". Id. at 318 – 319; Citing Louden v. Apollo Gas Co., 417 A.2d 1185, 1187 (Pa.Super. 1980). Further, "the 'Ancient Document Rule' has been uniformly interpreted to exempt documents from the general rule requiring documents to be authenticated by the testimony of subscribing witnesses when the document is at least 30 years old, is free from first suspicious alterations and erasures, and has been in the proper custody." Louden, 417 A.2d at 1187; Citing McReynolds v. Longenberger, 57 Pa. 13 (1868). The Ancient Document Rule creates a presumption that a document under the conditions set forth above is self-authenticating; otherwise, the antiquity of the document itself would, by definition, create great difficulty or impossibility of actual authentication.

In making the determination of whether the requirements of the Ancient Document Rule are met, there are a number of factors measuring the indicia of the reliability relating to such evidence. Lesnick v. Charters Natural Gas Co., 889 A.2d 1282, 1284 (Pa.Super. 2005). In Lesnick, a landowner attempted to have a 1948 agreement entered into evidence which would permit him to receive free gas. In determining whether or not the agreement was admissible, the Court utilized the Louden rule and ultimately held that the agreement was inadmissible. The Court took a number of factors into consideration when making a determination to deny admitting the agreement.

The factors that were considered can be summarized as follows:

1. Whether the document is dated;
2. Whether the document is notarized;
3. Whether the document is signed; in particular by the surveyor;
4. Whether the signatures are dated themselves;
5. Whether there are official stamps or seals on the documents;
6. Whether any stamps or seals are dated;
7. Certainty relating to the chain of custody;
8. The content of the document relating to the times and surrounding circumstances; and
9. Custody by a party legally entitled to it.

Id. at 1283-84; See *a/so*, Louden, 417 A.2d at 1187.

Furthermore, "the Ancient Document Rule is not meant to excuse from the hearsay prescription any qualifiedly old piece of paper. The document must first meet minimal standards of reliability, . . .". Sorg v. Nagy, 526 A.2d 1239 (Pa.Super. 1987) (unpublished decision. See Lexis 9923). In Sorg, a Plaintiff brought an action after the opposing side erected a fence on a piece of disputed property. The issue is whether the chancellor erred in refusing to admit into evidence an unrecorded survey of the contested area which purported to be the work of a particular surveyor dated August 26, 1939. The Superior Court ultimately held that the lower Court did not err in refusing to admit the

unrecorded survey under the Ancient Document Rule, as the survey "did not contain a signature of the surveyor, nor a copy of his seal." Id. at 10. The Superior Court specifically relied on the rule of Louden and stated that "had it contained a signature and seal, it would have been a reliable document appropriately admissible without the testimony of witnesses to its authenticity." Id. at 11.

As to the second claim of error, the Court found the testimony of Greenwoods' surveyor to be more credible than that of Punxsutawney's two surveyors. More weight was afforded to the findings of Greenwoods' surveyor, Galen Seese. Mr. Seese described how he went about his surveying responsibilities in great detail. He indicated that he began by reviewing and considering various historical documentation, all of which was presented at trial as Greenwoods' Exhibits 1 through 6. As Mr. Seese noted, neither the Greenwoods Deed nor any of the Punxsutawney deeds contain descriptive information, they merely refer to a conveyance of a certain warrant of 1,100 acres for Greenwoods and a total of four 1,100 acre warrants for Punxsutawney. He then made reference to the warrant information and evidence of the North/South Lawrence/Goshen Township Line which he secured from Harrisburg.

Extensive fieldwork was then conducted by Mr. Seese. As with Punxsutawney's surveyors, he was also initially referred by Punxsutawney representatives to their perceived southeast corner at the white post and witness tree (Greenwoods' Exhibits 12 and 13). He determined, as was confirmed by later testimony of representatives from the adjoining southern hunting clubs, that this white post and witness tree was believed by all to be the common corner of the four clubs. From the historical documentation, Mr. Seese became aware that this white post and witness tree should lie on a North/South boundary

resulting from the warrant surveys (Plaintiff's Exhibit 6) and what became the dividing line between Lawrence and Goshen Townships in Clearfield County.

Mr. Seese utilized that North/South orientation and investigated field evidence to the South. In connection therewith, he found the stone pile at the southeast corner of the Moshannon State Forest and the northeast corner of the Sparkling Spring Hunting Club.² He verified that that stone pile, apparently placed by various State authorities, is on that same North/South orientation as is the white post and witness tree. He noted no evidence to the North on this North/South orientation in view of the fact that the lands to the North have not been marked due to their long incorporation as a portion of the Moshannon State Forest. Mr. Seese continued with regard to his attempts to justify the North/South orientation emanating from the white post and witness tree corner. He verified distances from the Punxsutawney western boundary to this North/South orientation by referring to a blazed tree line at that far western Punxsutawney boundary.

He indicated that he also reviewed the markings for State Game Lands No. 94 located to the North of the Greenwoods Warrant. He too found an unexplained offset by approximately 500 feet by noting the more substantial stone pile referenced by Mr. Thorp and Mr. Alexander. He also found the corner post and stones set by the Pennsylvania Game Commission to the Northeast of the Greenwoods' corner as well as corner posts and stones also apparently set by the Game Commission at the northeast and southeast corners of the Greenwoods property together with a corner post and stones set by the Pennsylvania Game Commission along its southern border with a portion of the same State Game Lands No. 94. Mr. Thorp and Mr. Alexander both used these stone piles as

² See the tax map admitted as Plaintiff's Exhibit 12 for an overview of the general area showing all the properties and hunting clubs mentioned during the trial. Note that Greenwoods' property is described on the map as the "Windber Trust Co".

corner references in their boundary determinations. However, this reliance is unjustified as the Court found the stone piles were clearly misplaced.

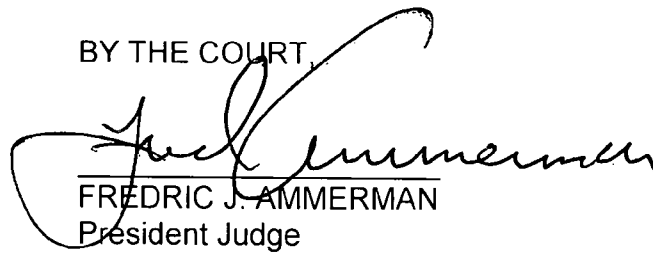
This Court has no idea as to why Commonwealth agents, employees or surveyors located the boundary of State Game Lands No. 94 approximately 500 feet East from the original warrant line as described above. It appears that the Commonwealth erred in this boundary determination and placement of the stone pile, which resulted in the Warrant which is the State Game Lands to be offset to the east by 500 feet and has caused much of the confusion in this case. Perhaps that boundary location was influenced by access to the State Game Lands that has always existed from the far eastern portion of the Game Lands.

Most importantly though, Mr. Seese indicated that these findings to the East of the Greenwoods property, like his findings to the West of the Punxsutawney property, and finally, to the South along the North/South orientation line all fit reasonably closely to the appropriate distances for the Greenwoods and Punxsutawney Warrants. The Greenwoods eastern and Punxsutawney western line is along that North/South orientation emanating from the white post and witness tree (Plaintiff's Exhibits 12 and 13).

This determination corresponds with the testimony by member of Greenwoods and the Pitch Pine and Bee Hollow Hunting Clubs to the south that they all recognized this same North/South orientation emanating from that white post and witness tree as opposed to a line emanating from a small stone pile approximately 500 feet East of that post as proposed by Mr. Thorp and the 1921 Map. Lastly, Mr. Seese's final resulting acreage totals more closely correspond to the original Warrant totals as established by the historical documentation.

Given the scope of Mr. Seese's work with regard to the historical documentation, his field work that included verification results from the South, West and East of the Disputed Area, that his boundary determination appropriately matches the corresponding warrant line and Lawrence/Goshen Township line and the corresponding warrant acreage totals, the Court assigned more weight to the survey commissioned by Greenwoods as described in Plaintiff's Exhibit 10.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

Date: June 26, 2008

FILED

JUN 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

☐ 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: 6/27/08

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

FILED

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

No. 943 - 2006 C.D.

MAY 09 2008
w/9:10/10
William A. Shaw
Prothonotary/Clerk of Courts
NO CENT COPIES
NOTICE TO
PLAINTIFF
c/o ATTORNEY

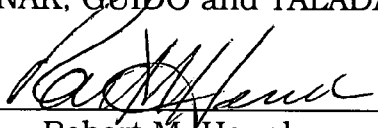
PRAECIPE FOR ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment in favor of Plaintiff, Greenwoods Hunting & Fishing Club, Inc., and against the Defendant, Punxsutawney Hunting Club, Inc., on the decision and Order of the Court filed March 5, 2008, following trial without a jury, post-trial motions having been denied by Court Order filed March 19, 2008.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By 
Robert M. Hanak
Attorney for Defendant

Judgment entered pursuant to
verdict of the Court sitting without
a jury in favor of plaintiff and against
defendant.


Prothonotary

Dated: May 9, 2008

#5

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

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

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No. 943 - 2006 C.D.

CERTIFICATE OF SERVICE

I certify that I have this day mailed by first-class United States
mail a copy of the foregoing Praecipe to Plaintiff's Counsel at the
following address:

Michael P. Yeager, Esq.
P.O. Box 752
110 North Second Street
Clearfield, PA 16830

Respectfully submitted,

HANAK, GUIDO and TALADAY

May 8, 2008

By



Robert M. Hanak
Attorney for Defendant

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

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

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No. 943 - 2006 C.D.

NOTICE

TO: GREENWOODS HUNTING & FISHING CLUB, INC.,
MICHAEL P. YEAGER, ESQ.
P.O. Box 752
110 North Second Street
Clearfield, PA 16830

NOTICE IS GIVEN THAT A JUDGMENT IN THE ABOVE-CAPTIONED
MATTER HAS BEEN ENTERED IN FAVOR OF PLAINTIFF AND AGAINST
DEFENDANT.



PROTHONOTARY

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENWOODS HUNTING &
FISHING CLUB, INC.,

Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,

Defendant

CIVIL ACTION - LAW EQUITY

No. 943 - 2006 C.D.

Type of pleading

**DEFENDANT'S STATEMENT OF
MATTERS COMPLAINED OF
ON APPEAL**

Filed on behalf of:

DEFENDANT

Counsel of Record for This
Party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801

814-371-7768

FILED *NOCC*
m 11:00 AM
APR 23 2008 *GW*

William A. Shaw
Prothonotary/Clerk of Courts

#17

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

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

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No. 943 - 2006 C.D.

DEFENDANT'S STATEMENT OF MATTERS
COMPLAINED OF ON APPEAL

Defendant, PUNXSUTAWNEY HUNTING CLUB, INC., by and
through its attorneys, HANAK, GUIDO AND TALADAY file the following
Statement of Matters Complained of on Appeal in accordance with
Pa.R.A.P. 1925(b) and pursuant to Trial Court Order dated April 15,
2008.

- I. The Court erred in refusing to admit Defendant's Exhibit A (camp map) and Exhibit B (survey) into evidence for the purpose of establishing the historically recognized boundary line and to substantiate field markings.**

1. It was error for the Court to grant Plaintiff's objection to the admission of Defendant's Exhibit A ("camp map"). Exhibit A clearly

meets the criteria for admission under the Ancient Document Rule, Pa.R.E. 901(b)8.

2. The "Ancient Document Rule", Pa.R.E. 901(b)8, has been uniformly interpreted to exempt from the general rule requiring documents to be authenticated when three criteria are met: (1) the document is at least 30 years old; (2) it is free from suspicious alterations; and (3) it has been in proper custody. All conditions precedent for the applicability of the Rule have been satisfied. First, the camp map was in the custody of the party legally entitled to it -- John Schwartz testified that the "blue map" has been hanging on the wall in the Punxsy camp for at least 42 years (since 1966 when he became a member). Second, the map is obviously over 30 years old since it bears a date of 1921, appears on its face to be an old piece of oil paper, and has been seen on the camp wall for 42 years. Finally, the document on its face is free of suspicion since there is an absence of any erasures or alterations pertinent to the boundary issue.

3. The Court based its denial of admission of Exhibit A on the fact that it is not an official survey containing a seal and signature. The camp map was offered as an ancient document to establish the boundary lines that were historically recognized by past members of the Punxsutawney Hunting Club and the parties' predecessors, and to substantiate the existence of stone monument corner marks. The Court erred in denying admissibility because the document did not qualify as a

"survey". The fact that the "camp map" has been referenced as a "survey" in presenting this evidence does not preclude its admission as an ancient document. The map has been offered as a document depicting and substantiating the location of boundary markers, and not as proof of an official survey.

4. It was error for the Court to grant Plaintiff's objection to the admission of Defendant's Exhibit B (McCartney survey map). Exhibit B clearly meets the criteria for admission under the Ancient Document Rule, Pa.R.E. 901(b)8.

5. The basis for the Court denial of Exhibit B was that Defendant did not show an appropriate chain of custody and the document contains insufficient indicia of reliability. The Court erred in this regard. If the document qualifies as an "ancient document" a **presumption** is created that the document is **self-authenticating**, and the offering party is relieved from the burden of showing a chain of custody or other indicia of reliability. Thus, a document is sufficiently authenticated if a party who offers it produced sufficient evidence that it is 30 years old, unsuspicious in appearance, and produced from a natural place of custody for such document.

6. Defendant presented unequivocal evidence that the survey document is more than 30 years old. Also, the chain of custody was established for more than 30 years - satisfying the prerequisites for self-authentication under the Ancient Document Rule.

7. In this case, proof the preceding chain of custody and other "indicia of reliability" are not required because authenticity of the documents is presumed under the Ancient Document Rule

II. The Court's findings are against the weight of evidence and constitute an abuse of discretion.

8. The Court's findings of fact and credibility determination are against the weight of the evidence. The Court accepted the survey of Plaintiff's surveyor, Mr. Seese, as locating the appropriate boundary line, and found Mr. Seese to be more credible than Defendant's two surveyors. Such findings were not supported by competent evidence and constitute an abuse of discretion.

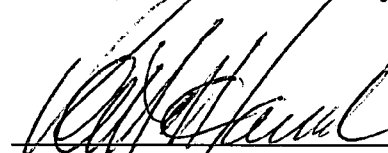
9. The weight of the evidence supports a finding that the appropriate boundary line is as determined by the surveyors for Defendant. The Court erred in failing to consider competent and credible evidence presented by Defendant. Notwithstanding the Court's refusal to admit the ancient maps evidencing the historically recognized boundary markings: (1) the Defendant presented testimony of two professional surveyors and Punxsutawney Hunting Club members that there are stone pile corner markers which have obviously been in existence for many years; (2) evidence was also presented that there are blazed marks along the entire North/South line of the western border connecting the

stone pile corners; and (3) finally, the boundary line corresponds with the southwest corner boundary for the State Game Lands.

10. The Court further erred in assigning considerable weight to the testimony of Mr. Seese, despite the lack of evidence concerning the origin of his boundary marker (iron pipe) and any historical documents or circumstantial evidence to support a finding that it was the predecessors' intent to locate the boundary line at the iron pipe. Further, Plaintiff's surveyor admitted that he did not consider the stone piles as corner points because he was unaware of them prior to conducting his survey; although, he stated that such markings would have been relevant if known beforehand. Instead, his entire survey stemmed from an anonymous iron pipe found in the field, which he assumed to be the corner mark for these lands. All credible evidence was to the contrary - including historical maps, monuments (stone piles) located in the field and substantiated by ancient documents, and blazed markings typically used to designate a boundary line, as well as corresponding boundary lines of the State Game Lands.

Respectfully Submitted,

Hanak, Guido & Taladay

A handwritten signature in dark ink, appearing to read 'Robert M. Hanak', is written over a horizontal line.

Robert M. Hanak
Attorney for Defendant

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

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

No. 943 - 2006 C.D.

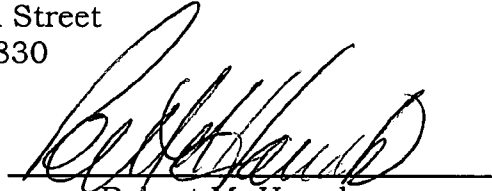
PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

CERTIFICATE OF SERVICE

I certify that on the 22nd day of April, 2008, a copy of the
foregoing DEFENDANT'S STATEMENT OF MATTERS COMPLAINED OF
ON APPEAL was sent by first class mail, postage prepaid, to the following:

The Honorable Frederic J. Ammerman
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Michael P. Yeager, Esq.
P.O. Box 752
110 North Second Street
Clearfield, PA 16830


Robert M. Hanak
Attorney for Defendant

Appeal Docket Sheet

Docket Number: 673 WDA 2008

Page 1 of 3

April 18, 2008

Superior Court of Pennsylvania



Greenwoods Hunting & Fishing Club, Inc.,

v.

Punxsutawney Hunting Club, Inc., Appellant

06-943-CD

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: April 17, 2008

Awaiting Original Record

Journal Number:

Case Category: Civil

CaseType:

Equity

Consolidated Docket Nos.:

Related Docket Nos.:

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement

Next Event Due Date: May 2, 2008

Next Event Type: Original Record Received

Next Event Due Date: June 16, 2008

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APR 21 2008
No cc
GK

William A. Shaw
Prothonotary/Clerk of Courts

110

Appeal Docket Sheet**Superior Court of Pennsylvania****Docket Number: 673 WDA 2008****Page 2 of 3****April 18, 2008****COUNSEL INFORMATION**

Appellant --- Punxsutawney Hunting Club, Inc.
Pro Se: Appoint Counsel Status:
IFP Status: No

Appellant Attorney Information:

Attorney: Hanak, Robert M.
Bar No.: 5911 **Law Firm:** Hanak, Guido & Taladay
Address: PO Box 487
 DuBois, PA 15801
Phone No.: (814)371-7768 **Fax No.:** (814)371-1974
Receive Mail: Yes
E-Mail Address:
Receive E-Mail: No

Appellee Greenwoods Hunting & Fishing Club, Inc.
Pro Se: Appoint Counsel Status:
IFP Status:

Appellee Attorney Information:

Attorney: Yeager, Michael P.
Bar No.: 15587 **Law Firm:**
Address: 110 N 2nd Street
 PO Box 752
 Clearfield, PA 16830-2253
Phone No.: (814)765-9611 **Fax No.:** (814)765-9503
Receive Mail: Yes
E-Mail Address: mpyesqo@atlanticbb.net
Receive E-Mail: No

FEE INFORMATION

Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
4/15/08	Notice of Appeal	60.00	60.00	2008SPRWD000401

TRIAL COURT/AGENCY INFORMATION

Court Below: Clearfield County Court of Common Pleas
County: Clearfield **Division:** Civil
Date of Order Appealed From: March 5, 2008 **Judicial District:** 46
Date Documents Received: April 17, 2008 **Date Notice of Appeal Filed:** April 15, 2008
Order Type: Order Entered **OTN:**
Judge: Ammerman, Fredric J. **Lower Court Docket No.:** 943-2006 C.D.
 President Judge

ORIGINAL RECORD CONTENTS

Appeal Docket Sheet

Docket Number: 673 WDA 2008

Page 3 of 3

April 18, 2008

Superior Court of Pennsylvania



Original Record Item	Filed Date	Content/Description
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Date of Remand of Record:

BRIEFS

DOCKET ENTRIES

Filed Date	Docket Entry/Document Name	Party Type	Filed By
April 17, 2008	Notice of Appeal Filed	Appellant	Punxsutawney Hunting Club, Inc.
April 18, 2008	Docketing Statement Exited (Civil)		Valecko, Eleanor R.

UP

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

GREENWOODS HUNTING & FISHING CLUB, INC., *

vs. *

PUNXSUTAWNEY HUNTING CLUB, INC., *

NO. 06-943-CD
*

ORDER

NOW, this 15th day of April, 2008, this Court having been notified of Appeal to the Superior Court of Pennsylvania in the above-captioned matter; it is the ORDER of this Court that **PUNXSUTAWNEY HUNTING CLUB, INC.**, Appellant, file a concise statement of the matters complained of on said Appeal no later than twenty-one (21) days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED
APR 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

GP

10:28/01
Atty. Harak
Yeager

(15)

FILED

APR 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/16/08

☐ 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 ACTION - LAW/EQUITY

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

No. 943 - 2006 C.D.

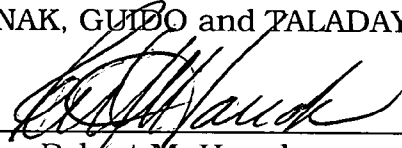
NOTICE OF APPEAL

Notice is hereby given that Defendant, PUNXSUTAWNEY HUNTING CLUB, INC., hereby appeals to the Superior Court of Pennsylvania from the Order entered in this matter on March 5, 2008; Post-Trial Motions having been dismissed by Order entered March 19, 2008. The Orders have been entered in the docket as evidenced by the attached copy of the docket entries.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By


Robert M. Hanak
Attorney for Defendants

FILED

APR 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

Att'y pd. \$50.00
rec'd ch to Superior
Court for \$60.00

62

14

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

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

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No. 943 - 2006 C.D.

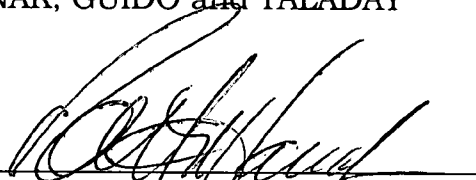
REQUEST FOR TRANSCRIPT

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

Respectfully submitted,

HANAK, GUIDO and TALADAY

By



Robert M. Hanak

Attorney for Defendant

Date: 4/11/2008

Time: 09:42 AM

Page 1 of 1

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

User: GLKNISLEY

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

APR 11 2008

Civil Other-COUNT

Date		Attest Judge	<i>William A. Shaw</i> Prothonotary/ Clerk of Courts
6/13/2006	New Case Filed.	No Judge	
	Filing: Civil Complaint Paid by: Yeager, Michael P. (attorney for Greenwoods Hunting & Fishing Club, Inc.) Receipt number: 1914266 Dated: 06/13/2006 Amount: \$85.00 (Check) 2CC Atty.	No Judge	
6/22/2006	Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge	
	Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge	
	Acceptance of Service, filed. I, John P. Schwartz, President of the Punxsutawney Hunting Club Inc. defendant in the above-captioned matter, signed by s/ John P. Schwartz. No CC.	No Judge	
7/17/2006	Answer to Complaint, New Matter and Counterclaim, filed by s/ Robert M. Hanak Esq. No CC.	No Judge	
8/2/2006	Reply To New Matter and Counterclaim, filed by s/ Michael P. Yeager, Esquire. No CC	No Judge	
5/25/2007	Certificate of Readiness for Non-Jury Trial, filed by s/ Robert M. Hanak, Esquire. No CC	No Judge	
7/27/2007	Order, this 27th day of July, 2007, it is Ordered that a Pre-Trial Conference shall be held on the 10th day of August, 2007, in Chambers at 11:30 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager Hanak	Fredric Joseph Ammerman	
8/13/2007	Order, this 10th day of August, 2007, it is Ordered that a Civil Bench Trial shall be scheduled for Jan. 11, 2008 at 9:00 a.m., commencing again on Jan. 14, 2008, at 9:00 a.m. until 12 Noon if necessary, in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 1CC Attys: Hanak, Yeager	Fredric Joseph Ammerman	
1/14/2008	Order, this 11th day of Jan., 2008, following the conclusion of taking testimony relative the boundary line dispute, it is Ordered that counsel for both parties have no more than 45 days from this date in which to submit appropriate briefs. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager, Hanak	Fredric Joseph Ammerman	
3/5/2008	Order NOW, this 3rd day of March 2008, it is the Findings and ORDER of this Court as Follows: In Re: Plaintiff's objection, Mr. Seese's survey and North/South boundary line, and The Plaintiff has met is burden of proof in showing of the property in dispute. Accordingly, it is the ORDER of this Court that title is confirmed in Greenwoods Hunting & Fishing Club Inc., of the 66.50 acres of property shown on the attached survey dated May 2006, Defendant Punxsutawney Hunting Club Inc., is ejected from the property. Opinion to be filed in the event of an appeal. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Yeager and Hanak.	Fredric Joseph Ammerman	
3/17/2008	Post-Trial Motions, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman	
3/19/2008	Order, this 19th day of March, 2008, the Court being in receipt of and having reviewed the Defendant's Post-trial Motions, it is ORDERED that the Motions are dismissed. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 2CC Attys: Yeager, Hanak	Fredric Joseph Ammerman	

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

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

No. 943 - 2006 C.D.

CERTIFICATE OF SERVICE

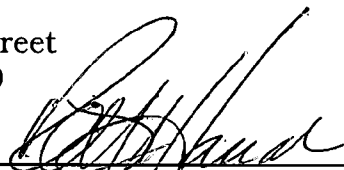
I certify that on the 14 day of April, 2008, a copy of the
foregoing NOTICE OF APPEAL and REQUEST FOR TRANSCRIPT was
sent by first class mail, postage prepaid, to the following:

The Honorable Frederic J. Ammerman
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Daniel Nelson, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Court Reporter
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Michael P. Yeager, Esq.
P.O. Box 752
110 North Second Street
Clearfield, PA 16830


Robert M. Hanak
Attorney for Defendant

62

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

GREENWOODS HUNTING &
FISHING CLUB, INC.,

vs.


PUNXSUTAWNEY HUNTING
CLUB, INC.

No. 2006-943-CD

ORDER

AND NOW, this 19th day of March, 2008, the Court being in receipt of and having reviewed the Defendant's Post-trial Motions, it is the Order of this Court that the Motions shall be and are hereby dismissed.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED 2cc Atty's:
plio: 07301 Yeager
MAR 19 2008 Hanak
William A. Shaw
Prothonotary/Clerk of Courts

13

FILED

MAR 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE 3/19/08

☒ 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:

C13

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

CIVIL ACTION - LAW EQUITY

No. 943 - 2006 C.D.

Type of pleading

POST-TRIAL MOTIONS

Filed on behalf of:

DEFENDANT

Counsel of Record for This
Party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801

814-371-7768

FILED ^{NO CC}
MAR 17 2008 ^{19:07} ^{CK}

William A. Shaw
Prothonotary/Clerk of Courts

#12

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

GREENWOODS HUNTING &	:	
FISHING CLUB, INC.,	:	
Plaintiff	:	
	:	
vs.	:	No. 943 - 2006 C.D.
	:	
PUNXSUTAWNEY HUNTING	:	
CLUB, INC.,	:	
Defendant	:	

DEFENDANT'S POST-TRIAL MOTIONS

These Post-Trial Motions are submitted by the Defendant, PUNXSUTAWNEY HUNTING CLUB, INC., by and through its attorneys, HANAK, GUIDO AND TALADAY following the Court Order issued March 3, 2008 and filed of record on March 5, 2008..

I. The Court erred in refusing to admit Defendant's Exhibit A (camp map) and Exhibit B (survey) into evidence for the purpose of establishing the historically recognized boundary line and to substantiate field markings.

A. EXHIBIT A

It was error for the Court to grant Plaintiff's objection to the admission of Defendant's Exhibit A ("camp map"). Exhibit A clearly meets the criteria for admission under the Ancient Document Rule, Pa.R.E. 901(b)8. Defendant respectfully requests the Court reconsider it's ruling, and permit Exhibit A to be admitted into evidence on the issue

of the historically recognized boundary location of the Punxsutawney Hunting Club lands.

The Ancient Document Rule provides:

Pa.R.E. 901

(a) General Provision. The requirement of authentication or identification as a condition precedent to admissibility is satisfied by evidence sufficient to support a finding that the matter in question is what its proponent claims.

(b) Illustrations. . . . the following are examples of authentication or identification conforming with the requirements of this rule:

(8) Ancient documents or data compilation. Evidence that a document or data compilation, in any form,

(A) is in such condition as to create no suspicion concerning its authenticity,

(B) was in a place where it, if authentic, would likely be, and

(C) has been in existence 30 years or more at the time it is offered.

The "Ancient Document Rule" has been uniformly interpreted to exempt from the general rule requiring documents to be authenticated when the above three criteria are met: (1) the document is at least 30 years old; (2) it is free from suspicious alterations; and (3) it has been in proper custody. *Louden v. Apollo Gas Co.*, 273 Pa.Super. 549, 417 A.2d 1185 (Pa Super 1980).

In this case, all conditions precedent for the applicability of the Rule have been satisfied: first, the camp map was in the custody of the party legally entitled to it -- John Schwartz testified that the "blue map" has been hanging on the wall in the Punxsy camp for at least 42 years (since 1966 when he became a member); second, the map is obviously over 30 years old since it bears a date of 1921, appears on its

face to be an old piece of oil paper, and has been seen on the camp wall for 42 years; finally, the document on its face is free of suspicion since there is an absence of any erasures or alterations pertinent to the boundary issue. *See Louden v. Apollo Gas Co., supra (concluding that the lower court was correct in admitting into evidence a Memorandum of Agreement granting a gas easement, dated 1900, containing evidence on its face that it was over 30 years old, free of alterations, and found in the possession of the lessor's predecessors, as all conditions precedent for the applicability of the Ancient Document Rule were satisfied.).*

The Court based its denial of admission of Exhibit A on the fact that it is not an official survey containing a seal and signature. The camp map was offered as an ancient document to establish the boundary lines that were historically recognized by past members of the Punxsutawney Hunting Club and the parties' predecessors and to substantiate the existence of stone monument corner marks. The Court erred in denying admissibility because the document did not qualify as a "survey".

The camp map was offered as proof of the boundary line as historically recognized by the parties and their predecessors and to substantiate the stone pile monuments and blazes found in the field. When a right of title, such as a boundary issue, is of ancient origin or where the original transaction is so remote as to be incapable of direct proof, the law, of necessity, relaxes the rules of evidence and requires

less evidence to substantiate the fact on controversy. Under this rule, ancient maps, surveys or reports made by disinterested parties are admissible to establish boundaries. Hostetter v. Commonwealth, 367 Pa. 60380 A.2d 719 (Pa. 1951)(a map made for the Commonwealth by the State Highway Department which showed the same set of physical facts and monuments as did the testimony of the witnesses for plaintiff was admissible.)

The Rules of Evidence provide that, with respect to ancient documents, the requirement for authentication or identification is satisfied by evidence that the document or data compilation, in any form: (1) contains no suspicious alterations, (2) was in proper custody; and (3) has been in existence 30 years or more. Thus, where the original transaction cannot be proved by direct evidence, ancient documents (over 30 years old), including maps, data compilations or reports, are admissible as an aid to determine the predecessors' intent. See Pencil v. Buchar, 380 Pa.Super 205, 551 A.2d 302 (Pa Super 1988) citing Hostetter v. Com., *supra*.

The Court should also take note that, in applying the Ancient Document Rule, the words "map" and "survey" are used synonymously and interchangeably by the courts. 46 A.L.R. 2d 1318 §1. When the term "survey" is used in relation to the location of proprietary rights, it is generally understood to mean a description, in words and figures, of the lands located. Id. The fact that the "camp map" has been

referenced as a "survey" in presenting this evidence does not preclude its admission as an ancient document. The map has been offered as a document depicting and substantiating the location of boundary markers, and not as proof of an official survey.

The camp map is offered as an aid to determine the historically recognized boundary and to substantiate field marks. The three prerequisites for admissibility under the ancient document rule are satisfied, and there is no legitimate basis for the Court to deny its admission. It was error for the Court to deny admission of Exhibit A into evidence.

B. EXHIBIT B

It was error for the Court to grant Plaintiff's objection to the admission of Defendant's Exhibit B (McCartney survey map). Under the same analysis applied to Exhibit A, Exhibit B clearly meets the criteria for admission under the Ancient Document Rule, Pa.R.E. 901(b)8. Defendant respectfully requests the Court reconsider its ruling, and permit Exhibit B to be admitted into evidence on the issue of the historically recognized boundary location of the Punxsutawney Hunting Club lands.

The basis for the Court denial of Exhibit B was that Defendant did not show an appropriate chain of custody and the

document contains insufficient indicia of reliability. The Court erred in this regard. In fact, if the document qualifies as an "ancient document" a **presumption** is created that the document is **self-authenticating**, and the offering party is relieved from the burden of showing a chain of custody or other indicia of reliability. Thus, a document is sufficiently authenticated if a party who offers it produced sufficient evidence that it is 30 years old, unsuspicious in appearance, and produced from a natural place of custody for such document.

The Court apparently relied on a mischaracterization of the law provided by Plaintiff's "Memorandum of Law, dated January 11, 2008" on this issue. Plaintiff cited Lesnick v. Charters natural Gas Co., 889 A.2d 1282, 1283-84 (Pa.Super. 2005) for a list of factors to be considered in measuring the "indicia of reliability" relating to evidence offered under the ancient document rule. The Plaintiff further concluded "it is important to recognize that an item of evidence which maintains a purported date is not authenticated on that fact alone . . . One must look at notarizations, seals, stamps, chain of custody, signatures, surrounding circumstances relating to the content of the item itself and the content of the time in which the document was allegedly created." (Plaintiff's Memorandum 1/11/08, p. 3). That summary is correct as it pertained to the facts in Lesnick. However, Lesnick is distinguishable from this case, and the list of factors/indicia of reliability test has no function under the present facts.

A prerequisite to have a piece of evidence admitted under the Ancient Document Rule is to produce evidence that it is over 30 years old. In Lesnick, the defendant/offering party had nothing, other than the date on the document, to support the claim that the document existed for more than 30 years. The lease agreement offered into evidence was dated 1948. However, there was no evidence that the agreement was actually created in 1948 (the Court entertained the suspicion that it could have been back-dated). The offering party did not know the custody of the agreement until 1980, when it was claimed to have been found. There was no evidence of how the document was supplied to the defendant in 1980, or any other clues as to how it originated, when it was drafted, or the chain of custody for the requisite 30-year period. Thus, the Court considered other factors (the list of factors addressed in Plaintiff's Memorandum) to discern the date or purported age of the document. With nothing, other than the testimony of an employee who was not even employed by the Defendant until 1985, to support the claim that the document was more than 30 years old, the Court refused to admit the lease into evidence.

In Lesnick, the document was not self-authenticating because the pre-requisites for admissibility under the Ancient Document Rule were not satisfied. The Court considered other "indicia of reliability" of the age of the document and its authenticity, only because the facts presented by Defendant did not support a presumption of authenticity

and admission as an ancient document. Lesnick is clearly distinguishable from the present case.

In this case, the Defendant Punxsy presented unequivocal evidence that the map and survey document were more than 30 years old. John Schwartz testified that the map has been hanging in the camp building for at least 42 years. Despite the date on the map, the appearance itself makes it obvious that the map was prepared and mounted more than 30 years ago. Likewise, Mr. Schwartz testified that the survey document was found in Punxsutawney Hunting Club records belonging to a former member (the grandfather of a current member) and located at the camp. The age and chain of custody was established for more than 30 years - satisfying the prerequisites for self-authentication under the Ancient Document Rule.

In this case, proof the preceding chain of custody and other "indicia of reliability" are not required because authenticity of the documents is presumed under the Ancient Document Rule. See 1 West's Pa.Prac., Evidence §901-7 (2d ed.) citing Commonwealth ex rel. Ferguson v. Ball, 277 Pa. 301, 121 A. 191 (1923). See also Am.Jur. 2d Evidence §1207 - stating - **It is not necessary to show a date if circumstances indicate the document is old enough to qualify for authentication under the Rule. It is not necessary to show a chain of custody for ancient documents; the Rule merely requires that the document be found in the place where, if authentic, it would likely be.**

II. The Court's findings are against the weight of evidence and constitute an abuse of discretion.

The Court's findings of fact and credibility determination are against the weight of the evidence. The Court accepted the survey of Plaintiff's surveyor, Mr. Seese, as locating the appropriate boundary line, and found Mr. Seese to be more credible than Defendant's two surveyors. Defendant's request reconsideration of the Court Order on the basis that such findings were not supported by competent evidence and constitute an abuse of discretion.

The weight of the evidence supports a finding that the appropriate boundary line is as determined by the surveyors for Defendant. The Court erred in failing to consider competent and credible evidence presented by Defendant. Notwithstanding the Court's refusal to admit the ancient maps evidencing the historically recognized boundary markings: (1) the Defendant presented testimony of two professional surveyors and Punxsy Hunting Club members that there are stone pile corner markers which have obviously been in existence for many years; (2) evidence was also presented that there are blazed marks along the entire North/South line of the western border connecting the stone pile corners; and (3) finally, the boundary line corresponds with the southwest corner boundary for the State Game Lands.

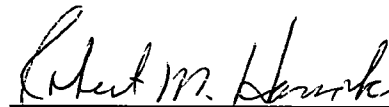
The Court further erred in assigning considerable weight to the testimony of Mr. Seese, despite the lack of evidence concerning the origin of his boundary marker (iron pipe) and any historical documents

or circumstantial evidence to support a finding that it was the predecessors' intent to locate the boundary line at the iron pipe. Further, Plaintiff's surveyor admitted that he did not consider the stone piles as corner points because he was unaware of them prior to conducting his survey; although, he stated that such markings would have been relevant if known beforehand. Instead, his entire survey stemmed from an anonymous iron pipe found in the field, which he assumed to be the corner mark for these lands. All credible evidence was to the contrary - including historical maps, monuments (stone piles) located in the field and substantiated by ancient documents, and brazed markings typically used to designate a boundary line, as well as corresponding boundary lines of the State Game Lands.

WHEREFORE, for the reasons stated herein, Defendant respectfully requests the Court reconsider its Order dated March 3, 2008 (filed March 5, 2008). Defendant requests the Court to admit into evidence Exhibits A and B as these documents meet the prerequisites to be self-authenticating under the Ancient Document Rule. Defendant further requests the Court to issue an Order denying Plaintiff's action for Ejectment and establishing the disputed boundary line as proposed by Defendants, and in accordance with the weight of evidence.

Respectfully Submitted,

Hanak, Guido & Taladay

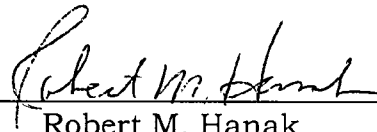
A handwritten signature in cursive script, appearing to read "Robert M. Hanak", is written over a horizontal line.

Robert M. Hanak
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that on the 13th day of March, 2008, I served a copy of the within POST-TRIAL MOTIONS by first class mail, postage prepaid, to the following:

Michael P. Yeager, Esq.
110 North Second Street
P. O. Box 752
Clearfield, PA 16830

A handwritten signature in cursive script, appearing to read "Robert M. Hanak", is written over a horizontal line.

Robert M. Hanak
Attorney for Defendant

FILED

MAR 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED

01/10/1981
MAR 05 2008

100 Any's:
Yeager
Harak

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

Prothonotary/Clerk of Courts

GREENWOODS HUNTING & FISHING CLUB, INC., *
Plaintiff *

vs. *

NO. 06-943-CD

PUNXSUTAWNEY HUNTING CLUB, INC., *
Defendant *

ORDER

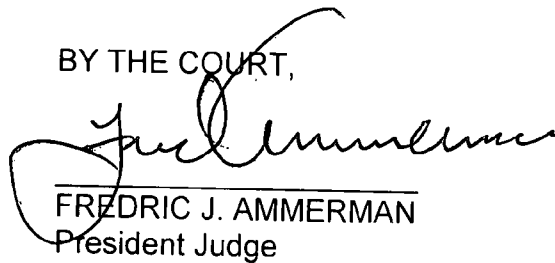
NOW, this 3rd day of March, 2008, it is the Findings and ORDER of this Court as follows:

1. Plaintiff's objection to the admission of Defendant's Exhibit A ("camp map") is granted. Defendant's Exhibit A will not be admitted under the ancient document rule, Pa. R.E. 901(b) 8 as the Defendant purports the same to be a survey. However, the document clearly is not a survey, does not contain a signature of surveyor nor a surveyor's seal.
2. Plaintiff's objection to the admission of Defendant's Exhibit B (McCartney survey) is granted. Defendant's Exhibit B will not be admitted under Pa. R.E. 901(b) 8 as the Defendant did not show an appropriate chain of custody and the document contains insufficient indicia of reliability.
3. The Court assigns considerable weight to the credible testimony of Plaintiff's surveyor Galen Seese of CPS Surveys, Inc. His survey work was based upon an appropriate attempt to locate the property of Plaintiffs and the boundary line in relation to adjacent landowners, and was done within a framework of historical documentation from the original warrants in the area surrounding both parties property. The Court accepts Mr. Seese's survey as locating the appropriate boundary line.

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4. The appropriate North/South boundary line between the parties property as located by Mr. Seese is the same as the original warrant line and is also the boundary between Lawrence and Goshen Townships.
5. The Plaintiff has met its burden of proof in showing ownership of the property in dispute. Accordingly, it is the ORDER of this Court that title is confirmed in Greenwoods Hunting & Fishing Club, Inc. of the 66.50 acres of property shown on the attached survey dated May, 2006. Defendant Punxsutawney Hunting Club, Inc. is ejected from the property.
6. Opinion to be filed in the event of an appeal.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

COPY

ORIGINAL WARRANT
NO. 5300

EASTERN TRANSMISSION CORP.
CENTERLINE R/W 8' PIPELINE

FLINT HOLLOW

N/F
STATE GAME LANDS
No. 094

STONE PILE & CRN. POSTS
BY PA GAME COMMISSION

WARRANT LINE

S89°27'23"E
503.83'

CORNER
BY CPS SURVEYS INC.
IRON PIN SET

1156.869 ACRES

TROUT RUN

N/F
PUNXSUTAWNEY
HUNTING CLUB

ORIGINAL WARRANT
NO. 5301

WARRANT LINE

66.50 AC.
BOUNDARY LINE DETERMINED BY CPS SURVEYS INC.
N 06°21'10" E 5137.84'
S 00°18'56" W 5136.16'

N/F
GREENWOOD HUNTING
& FISHING CLUB

ORIGINAL WARRANT
NO. 5320

IRON PIPE
FOUND IN FIELD

N 89°38'50" W 507.18'

ORIGINAL WARRANT
NO. 5304

N/F
PITCH PINE
HUNTING CLUB

PLAN SHOWING
PROPERTY UNDER DISPUTE
FOR
GREENWOOD HUNTING CLUB

SITUATE IN
GOSHEN TOWNSHIP CLEARFIELD COUNTY
PENNSYLVANIA

SCALE 1" = 1000' MAY 2006

PREPARED BY
CPS SURVEYS, INC.

EBENSBURG, PENNSYLVANIA

WARRANT LINE

ORIGINAL WARRANT
NO. 5319

N/F
BEE HOLLOW
HUNTING CLUB

11/1/08 CP

Plaintiff #11

FILED

MAR 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/5/08

___ 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

GREENWOODS HUNTING & :

FISHING CLUB, INC. :

VS. : NO. 06-943-CD

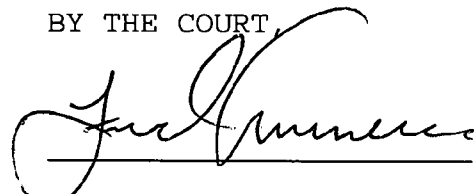
PUNXSUTAWNEY HUNTING CLUB, INC. :

O R D E R

AND NOW, this 11th day of January, 2008, following the conclusion of taking testimony relative the boundary line dispute, it is the ORDER of this Court that counsel for both parties have no more than forty-five (45) days from this date in which to submit appropriate briefs.

Defense counsel is permitted to take Defendant's Exhibit A with him (which has not yet been admitted) and substitute a copy or photograph of the same for inclusion in to the record.

BY THE COURT,



President Judge

FILED 100
01/14/08
JAN 14 2008
Atty's:
Reago
Harak
William A. Shaw
Prothonotary/Clerk of Courts
(10)

FILED

JAN 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/4/08

☐ 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

GREENWOODS HUNTING &
FISHING CLUB, INC.

vs.

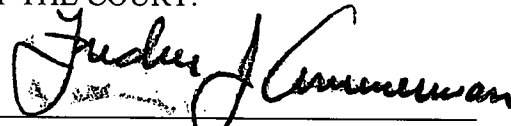
No. 06-943-CD

PUNXSUTAWNEY HUNTING CLUB, INC.

ORDER

AND NOW, this 10th day of August 2007, following pre-trial conference, it is the ORDER of the Court that a Civil Bench Trial shall be and is hereby scheduled for Friday, January 11, 2008 at 9:00 A.M., commencing again on Monday, January 14, 2008, at 9:00 A.M. until 12 Noon if necessary, in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:



FREDRIC J. AMMERMAN
President Judge

FILED

0110:4367
AUG 13 2007

Handak
Yeager

William A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/3/07

☐ 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 DIVISION

GREENWOODS HUNTING & FISHING CLUB, INC., *
Plaintiff *

vs. *

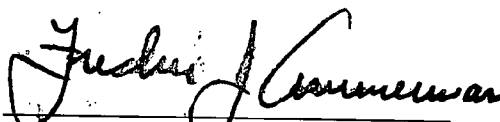
NO. 06-943-CD *

PUNXSUTAWNEY HUNTING CLUB, INC., *
Defendant *

ORDER

AND NOW, this 27th day of July, 2007, it is the ORDER of the Court that a Pre-Trial Conference in the above matter shall be held on the **10th day of August, 2007**, in **Chambers at 11:30 o'clock a.m.**

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 100 Atty's:
0140030/ Yeager
JUL 27 2007 Hanak
William A. Shaw
Prothonotary/Clerk of Courts (CK)

FILED

JUL 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/27/07

X You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

FILED

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

CASE NUMBER TYPE TRIAL REQUESTED DATE PRESENTED 5/24/07
06-943-CD () Jury (X) Non-Jury
Date Complaint () Arbitration
Filed: 6/13/2006 1 Days

PLAINTIFF(S)

Greenwoods Hunting & Fishing Club, Inc.

DEFENDANT(S)

Punxsutawney Hunting Club, Inc.

ADDITIONAL DEFENDANT(S)

Check Block if
a Minor is a
Party to the
Case

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

more than
\$ 25,000.00

() yes (X) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

FOR THE PLAINTIFF

Michael P. Yeager, Esquire

TELEPHONE NUMBER

(814) 765-9611

FOR THE DEFENDANT

Robert M. Hanak, Esquire

TELEPHONE NUMBER

(814) 371-7768

FOR ADDITIONAL DEFENDANT

n/a

TELEPHONE NUMBER

#17

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

GREENWOODS HUNTING & FISHING
CLUB, INC.

Plaintiff

vs

PUNXSUTAWNEY HUNTING CLUB, INC.
Defendant

: No. 06 - 943 - CD

:

: Type of Case: Equity

:

: Type of Pleading: Reply to New Matter
: and Counterclaim

:

: Filed on Behalf of: Plaintiff

:

: Counsel of Record for this Party:

:

: Michael P. Yeager, Esq.

: Supreme Court No.: 15587

: P.O. Box 752

: 110 North Second Street

: Clearfield, PA 16830

: (814) 765-9611

Dated: August 2, 2006

FILED

AUG 02 2006

0/2:55/4

(GR)

William A. Shaw

Prothonotary/Clerk of Courts

NO CLERK.COM

#19

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

GREENWOODS HUNTING & FISHING
CLUB, INC.

Plaintiff

vs

PUNXSUTAWNEY HUNTING CLUB, INC.
Defendant

:
:
:
:
:
:
:
:
:
:

No. 06 - 943 - CD

REPLY TO NEW MATTER AND COUNTERCLAIM

COMES NOW, the GREENWOODS HUNTING & FISHING CLUB, INC., ("Greenwoods") by and through its attorney, MICHAEL P. YEAGER, ESQUIRE, and files the within Reply to New Matter and Counterclaim of PUNXSUTAWNEY HUNTING CLUB, INC. ("Punxy") whereof the following is a statement:

20. The averments contained in Paragraph 20 of Punxy's New Matter merely incorporate Paragraphs 1 through 19 of Punxy's Answer and New Matter and therefore do not require a response. To the extent a response is required, Greenwoods refers to and incorporates its responses as otherwise contained herein and in its Complaint.

21. The averments contained in Paragraph 21 of Punxy's New Matter plead a conclusion of law to which no response is required. However to the extent a response is required, Greenwoods incorporates its responses as otherwise contained herein and in its Complaint.

22. Although it is admitted that Greenwoods has existed as a corporation only since November of 1993; it is denied that Greenwoods did not exist in another form prior to that date and has not otherwise possessed the Disputed Property for a much longer period of time. On the contrary, prior to incorporating, Greenwoods existed from as early as 1942 as an unincorporated hunting and fishing club known as the Greenwoods Hunting Club operating, in part, through a Trustee (the Windber Trust

Company). This club succeeded to the interests of a Windber club that existed from the early 1900's. There is evidence of this early history contained within the Deed recited in Greenwoods Complaint in its abstract of title at Paragraph 7(a) and particularly at D & R Vol. 1635, page 314 thereof. References to remaining paragraphs in Paragraph 7 of Greenwoods Complaint trace title in that Trustee to February 16, 1920 when the Trustee secured the property from the Whitmer-Steele Co. (Deed Book Vol. 242, page 216). Otherwise, the averments contained in Paragraph 22 of Punxy's New Matter plead a conclusion of law to which no response is required. To the extent that a response is required, Greenwoods incorporates its responses as otherwise contained herein and in its Complaint.

23. It is denied that Greenwoods' predecessor in title or Greenwoods have ever recognized any eastern boundary of the Disputed Land as the boundary between the parties for any period of time. On the contrary, Greenwoods has no knowledge as to how the blazed line along the eastern boundary of the Disputed Land occurred nor who may have placed the same in that location; nor why the same was placed there. To the extent that the blazed line along the eastern boundary of the Disputed Land is claimed by Punxy as its eastern boundary, strict proof thereof is demanded at the trial of this case.

24. It is denied that Greenwoods or Greenwoods' predecessor in title maintained any "blaze line" along the eastern boundary of the Disputed Land. On the contrary, Greenwoods incorporates its response to Paragraph 23 above to the extent that Greenwoods has no knowledge as to how the blazed line along the eastern boundary of the Disputed Land occurred or who may have placed the same in that location or why the same was placed there. To the extent that the blazed line along the eastern boundary of the Disputed Land is claimed by Punxy as its eastern boundary, strict proof thereof is demanded at the trial of this case.

25. The averments contained in Paragraph 25 of Punxy's New Matter plead a conclusion of law to which no response is required. To the extent that any response is

required, Greenwoods incorporates its responses as otherwise contained herein and in its Complaint; and further denies any consent to any blazed line along the eastern boundary of the Disputed Land as the boundary between the properties owned by the respective parties in this lawsuit. To the extent that the blazed line along the eastern boundary of the Disputed Land is claimed by Punxy as its eastern boundary, strict proof thereof is demanded at the trial of this case.

WHEREFORE, Greenwoods requests that this Court enter an Order in favor of Greenwoods and against Punxy declaring that Punxy, its successors and assigns and any other person, persons, entity or entities claiming or who might claim title under them and all other persons or entitles having claim to the Disputed Land:

(a) Be ordered to bring an Action in Ejectment to establish whatever claim they may have to said Disputed Land within the time set by the Court, or be forever barred from asserting any right, title or interest in the said Disputed Land inconsistent with the title of Greenwoods;

(b) That the Court declare Greenwoods to be the sole owner and to be entitled to the exclusive possession of the Disputed Land; and,

(c) That the Court make such orders as may be necessary to establish the title of the Disputed Land to the Greenwoods and to grant it appropriate relief.

COUNTERCLAIM COUNT I

26. The averments contained in Paragraph 26 of Punxy's Counterclaim merely incorporate Paragraphs 1 through 25 of Punxy's Answer and New Matter and therefore do not require a response. To the extent a response is required, Greenwoods refers to and incorporates its responses as contained herein and in its Complaint.

27. It is denied that Greenwoods and/or its contract loggers entered onto any of

Punxy's land and wrongfully cut and removed timber belonging to Punxy. On the contrary, Greenwoods, through its timber consultant, marked trees for cutting on the Disputed Property sometime in 2001; but did not and has not cut the same after having been advised of the potential claim by Punxy. Although Greenwoods may have caused some very limited timbering of the Disputed Property to be done in years prior to the year 2001, all of said timbering was done without objection by Punxy, any other adjoining landowner or any other party whatsoever. To the extent that Punxy continues to believe that Greenwoods and/or its contract loggers wrongfully cut and removed timber belonging to Punxy, strict proof thereof is demanded at the trial of this case.

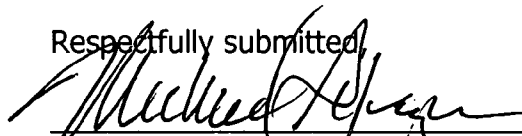
28. No response is required to Paragraph 28 of Punxy's Counterclaim.

29. After reasonable investigation, Greenwoods is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 29 of Punxy's Counterclaim with the same being specifically denied and strict proof thereof is demanded at the trial of this case.

30. The averments contained in Paragraph 30 of Punxy's Counterclaim plead a conclusion of law to which no response is required. To the extent that a response is required, Greenwoods incorporates its response as otherwise contained herein and in its Complaint.

WHEREFORE, Greenwoods demands that Punxy's Counterclaim be dismissed with prejudice.

Respectfully submitted,



Michael P. Yeager, Esquire, Attorney
for Greenwoods Hunting & Fishing Club, Inc.

VERIFICATION

I, BARRY S. HOSTETLER, of GREENWOODS HUNTING & FISHING CLUB, INC., being duly authorized to make this Verification, have read the foregoing Reply to New Matter and Counterclaim. The statements therein are true and correct to the best of my personal knowledge, information and belief.

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

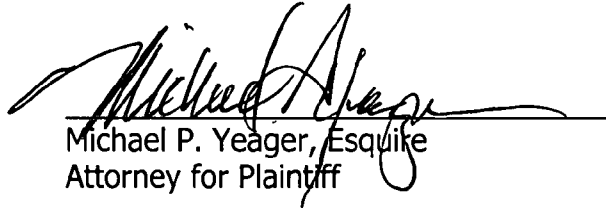
 7-21-06

Barry S. Hostetler

CERTIFICATE OF SERVICE

I do hereby certify that on the 2nd day of August, 2006, I served a true and correct copy of the foregoing Reply to New Matter and Counterclaim by prepaid first class mail to the following:

Robert M. Hanak, Esquire
HANAK, GUIDO and TALADAY
P.O. Box 487
DuBois, PA 15801


Michael P. Yeager, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

CIVIL ACTION - LAW EQUITY

No. 943 - 2006 C.D.

Type of pleading

**ANSWER TO COMPLAINT,
NEW MATTER AND
COUNTERCLAIM**

Filed on behalf of:

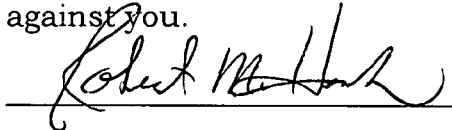
DEFENDANT

Counsel of Record for This
Party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801

814-371-7768

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



July 12, 2006

FILED

JUL 17 2006
m 8:30 (u)
William A. Shaw (u)
Prothonotary/Clerk of Courts
no c/c

5

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

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

No. 943 - 2006 C.D.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

ANSWER TO COMPLAINT

AND NOW, comes the Defendant, PUNXSUTAWNEY HUNTING CLUB, INC., by and through its attorneys, HANAK, GUIDO AND TALADAY, and hereby answers the Plaintiff's Complaint and asserts new matter averring as follows:

1. Admitted.
2. Admitted.
3. Denied. The corresponding paragraph of Plaintiff's Complaint sets forth a legal conclusion. Therefore, no response is required. To the extent a response is required, said averments are denied.
4. Denied. The corresponding paragraph of Plaintiff's Complaint sets forth a legal conclusion. Therefore, no response is required. To the extent a response is required, said averments are denied.

5. Denied. The corresponding paragraph of Plaintiff's Complaint sets forth a legal conclusion. Therefore, no response is required. To the extent a response is required, said averments are denied.

6. Admitted and denied. It is admitted that Punxy owns and is entitled to possession of the real property consisting of the warrants referred to in the corresponding paragraph of Plaintiff's Complaint. By way of further answer, Punxy owns and is entitled to possession of the disputed property. To the extent that the averments set forth in the corresponding paragraph of Plaintiff's Complaint are inconsistent with Punxy's ownership of the disputed land, said averments are denied.

7. (a) - (e) Denied. The corresponding paragraph of Plaintiff's Complaint sets forth a legal conclusion. Therefore, no response is required. By way of further answer, the deeds referred to in corresponding paragraph of Plaintiff's complaint are written documents and therefore speak for themselves. As such, all averments of corresponding paragraph of Plaintiff's complaint that are inconsistent with said documents are denied.

8. Admitted and denied for reasons set forth in Paragraph 6 herein.

9. Admitted. By way of further answer, said timber harvester also marked various trees on Punxy's land.

10. Admitted.

11. Admitted.

12. Admitted.

COUNT I
Greenwoods v. Punxy
(Pa.R.C.P. 1061(b)(1))

13. Defendant incorporates its responses to paragraphs 1 through 12 of Plaintiff's Complaint as the same were set forth at length herein.

14. Denied. After reasonable investigation, the Defendant is without knowledge sufficient to form a belief as to the truth of the averments set forth in the corresponding paragraph of Plaintiff's Complaint. As such, said averments are denied. By way of answer, said averments are denied for reasons set forth in Defendant's New Matter.

15. Denied. After reasonable investigation, Defendant is without knowledge sufficient to form a belief as to the truth of the averments set forth in the corresponding paragraph of Plaintiff's Complaint. As such, said averments are denied.

16. Admitted.

WHEREFORE, Defendant respectfully requests this Court to enter an Order in favor of Punxy and against Greenwoods declaring that:

(a) Punxy is the fee simple owner of the Disputed Land;

(b) Plaintiff, its successors and assigns, are forever barred from asserting any claim inconsistent with Punxy's ownership of the Disputed Land; and

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

COUNT II
In the Alternative
Greenwoods v. Punxy
Pa.R.C.P. 1051 Ejectment

17. Defendant incorporates its responses to Paragraphs 1 through 16 of Plaintiff's Complaint as if set forth at length herein.

18. Denied. On the contrary, the Defendant has possessed disputed land as rightful owner of same.

19. Admitted and denied. It is admitted that Plaintiff claims title to a tract of land consisting of 1,100 acres which includes the Disputed Land. It is denied, however, that the Plaintiff's land includes the Disputed Land.

WHEREFORE, Defendant respectfully requests this Court to enter an Order in favor of Punxy and against Greenwoods declaring that:

(a) Punxy is the fee simple owner of disputed land;

(b) Plaintiff, its successors and assigns, are forever barred from asserting any claim inconsistent with Punxy's ownership of disputed land; and

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

NEW MATTER

20. Defendant incorporates its responses to Paragraphs 1 through 19 of Plaintiff's Complaint as though set forth at length herein.

21. At all times pertinent hereto, the Disputed Land has been and continues to be unenclosed woodlands. Therefore, any claim of Plaintiff that it has acquired title to the Disputed Land by adverse possession must fail.

22. Plaintiff has existed only since its incorporation in November of 1993. Therefore, Plaintiff could not have possessed the disputed land for the requisite statutory period of 21 years.

23. Defendant, Plaintiff and Plaintiff's predecessor's in title have recognized the eastern boundary of the Disputed Land as the boundary between the parties' respective lands for a period exceeding the requisite 21 years.

24. Said recognition is evidenced by the blaze line mutually maintained by the parties along the eastern boundary of the Disputed Land.

25. Therefore, said boundary has been established by the doctrine of consentable boundaries.

WHEREFORE, Defendant respectfully requests this Court to enter an Order in favor of Punxy and against Greenwoods declaring that:

- (a) Punxy is the fee simple owner of disputed land;
- (b) Plaintiff, its successors and assigns, are forever barred from asserting any claim inconsistent with Punxy's ownership of disputed land; and

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

COUNTERCLAIM

PUNXSUTAWNEY HUNTING CLUB, INC., by and through its attorneys, HANAK, GUIDO AND TALADAY, hereby brings this Counterclaim against GREENWOODS HUNTING & FISHING CLUB, INC., averring as follows:

26. Punxy incorporates its responses to Paragraphs 1 through 9 of Plaintiff's Complaint together with Paragraphs 20 through 25 of its New Matter as though set forth at length herein.

27. On or before November, 2004, Greenswoods and/or its contract loggers entered onto Punxy's land and wrongfully cut and removed timber belonging to Punxy.

28. The fair market value of Punxy's timber that was wrongfully cut and removed by Greenswoods is yet to be determined.

29. As a result of Greenswoods' wrongful conversion of Punxy's timber, Punxy has been forced to retain the services of a surveyor and forester in order to determine the financial loss caused by Greenwood's wrongful conduct.

30. Greenwood's actions as set forth herein constitute a willful, knowing and/or negligent conversion of Punxy's timber.

WHEREFORE, Punxy demands judgment against Greenwood in excess of Twenty-five Thousand and 00/100 (\$25,000.00) Dollars,

together with statutory damages pursuant to 42 Pa.C.S.A. §8311, and
with any further relief this Court deems just and equitable.

HANAK, GUIDO AND TALADAY

By: 

Robert M. Hanak
Attorney for Plaintiff

VERIFICATION

I, JOHN SCHWARTZ, President of Punxsutawney Hunting Club, Inc., verify that the statements in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information and belief.

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

Punxsutawney Hunting Club, Inc. by:

John Schwartz
John Schwartz, President

CERTIFICATE OF SERVICE

I do hereby certify that on the 12th day of July, 2006, I served a copy of the within Answer to Complaint, New Matter and Counterclaim, by first class mail, postage prepaid, to the following:

Michael P. Yeager, Esq.
110 North Second Street
P. O. Box 752
Clearfield, PA 16830


Robert M. Hanak

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

GREENWOODS HUNTING & FISHING
CLUB, INC.

Plaintiff

vs

PUNXSUTAWNEY HUNTING CLUB, INC.
Defendant

: CIVIL ACTION – LAW EQUITY

:

: No. 943 – 2006 C.D.

:

: Type of Pleading:

:

: **ACCEPTANCE OF SERVICE**

:

: Filed on Behalf of: Plaintiff

:

: Counsel of Record for this Party:

:

: Robert M. Hanak, Esq.

: Supreme Court No.: 05911

: Hanak, Guido and Taladay

: 498 Jeffers Street

: P.O. Box 487

: DuBois, PA 15801

:

: 814-371-7768

Dated: June 20, 2006

FILED No cc
0/3:10/21
JUN 22 2006

William A. Shaw
Prothonotary/Clerk of Courts

24

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

GREENWOODS HUNTING & FISHING :
CLUB, INC., :

Plaintiff :

vs. :

No. 06-943-CD

PUNXSUTAWNEY HUNTING CLUB, :
INC., :

Defendant :

ACCEPTANCE OF SERVICE

I, JOHN P. SCHWARTZ, President of the Punxsutawney Hunting Club, Inc.,
Defendant in the above-captioned matter, being authorized to do so, hereby accept
service of the Complaint in the above-captioned matter on behalf of said Defendant.


John P. Schwartz
President, Punxsutawney Hunting Club, Inc.

Dated: 6-20-06

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

CIVIL ACTION - LAW EQUITY

No. 943 - 2006 C.D.

Type of pleading

ENTRY OF APPEARANCE

Filed on behalf of:

DEFENDANT

Counsel of Record for This
Party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801

814-371-7768

June 21, 2006

FILED^{NO CC}
013:11/204
JUN 22 2006

William A. Shaw
Prothonotary/Clerk of Courts

(3)

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

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

No. 943 - 2006 C.D.

ACCEPTANCE OF SERVICE

I, Robert M. Hanak, Esquire, of the Law Firm of Hanak,
Guido and Taladay, hereby accept service of the Complaint in the above
captioned matter on behalf of the Defendant, Punxsutawney Hunting
Club, Inc., as above captioned.

HANAK, GUIDO AND TALADAY

By: Robert M. Hanak
Robert M. Hanak

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

GREENWOODS HUNTING &
FISHING CLUB, INC.,
Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,
Defendant

CIVIL ACTION - LAW EQUITY

No. 943 - 2006 C.D.

Type of pleading

ENTRY OF APPEARANCE

Filed on behalf of:

DEFENDANT

Counsel of Record for This
Party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
498 Jeffers Street
P. O. Box 487
DuBois, PA 15801

814-371-7768

June 21, 2006

FILED *wec*
JUN 22 2006

William A. Shaw
Prothonotary/Clerk of Courts

20

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

GREENWOODS HUNTING &
FISHING CLUB, INC.,

Plaintiff

vs.

PUNXSUTAWNEY HUNTING
CLUB, INC.,

Defendant

No. 943 - 2006 C.D.

ACCEPTANCE OF SERVICE

I, Robert M. Hanak, Esquire, of the Law Firm of Hanak,
Guido and Taladay, hereby accept service of the Complaint in the above
captioned matter on behalf of the Defendant, Punxsutawney Hunting
Club, Inc., as above captioned.

HANAK, GUIDO AND TALADAY

By: 

Robert M. Hanak

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

GREENWOODS HUNTING & FISHING CLUB, INC. : No. 06 - 943 - CD
Plaintiff :
vs : Type of Case: Equity
PUNXSUTAWNEY HUNTING CLUB, INC. : Type of Pleading: Complaint
Defendant : Filed on Behalf of: Plaintiff
: Counsel of Record for this Party:
: Michael P. Yeager, Esq.
: Supreme Court No.: 15587
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
: (814) 765-9611

Dated: June 13, 2006

FILED
JUN 13 2006
William A. Shaw
Prothonotary/Clerk of Courts
2006
Any pd.
85.00

(#1)

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

GREENWOODS HUNTING & FISHING
CLUB, INC.

Plaintiff

VS

PUNXSUTAWNEY HUNTING CLUB, INC.

Defendant

No. 06 - - CD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2nd & Market Streets
Clearfield, PA 16830
Telephone: 814-765-2641, Ex 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION – LAW/EQUITY

GREENWOODS HUNTING & FISHING
CLUB, INC.

Plaintiff

VS

PUNXSUTAWNEY HUNTING CLUB, INC.
Defendant

No. 06 - - CD

COMPLAINT

COMES NOW, the Greenwoods Hunting & Fishing Club, Inc., the Plaintiff, by and through its attorney, Michael P. Yeager, Esquire and files the within Complaint whereof the following is a statement:

1. The Plaintiff is Greenwoods Hunting & Fishing Club, Inc. a Pennsylvania nonprofit corporation with land located in Clearfield County, Pennsylvania but with a principal mailing address listed as 3306 Graham Avenue, Windber, PA 15963 (hereinafter "Greenwoods").
2. The Defendant is Punxsutawney Hunting Club, Inc., a Pennsylvania nonprofit corporation with land located in Clearfield County, Pennsylvania but with a principal mailing address of P.O. Box 27, Punxsutawney, PA 15767 (hereinafter "Punxy").
3. Although Greenwoods operates as a Pennsylvania nonprofit corporation, it essentially consists of a group of individuals committed to hunting and fishing on Land that the corporation owns in Clearfield County, Pennsylvania as hereinafter described.
4. Although Punxsutawney operates as a Pennsylvania nonprofit corporation, it

essentially consists of a group of individuals committed to hunting and fishing on Land that the corporation owns in Clearfield County, Pennsylvania as hereinafter described.

5. At all times herein mentioned, Greenwoods was and now is the owner in fee simple and entitled to the possession of certain real property consisting of Warrant No. 5320 containing 1100 acres and located in GOSHEN Township, Clearfield County, Pennsylvania ("Greenwoods Land").

6. At all times herein mentioned, Punxy alleges that it is the owner in fee simple and entitled to the possession of certain real property consisting of Warrant Nos. 5299, 5300, 5301 and 5302 each containing 1100 acres for a total of 4,400 acres and all located in LAWRENCE Township, Clearfield County, Pennsylvania ("Punxy Land").

7. Greenwoods claims title to the Greenwoods Land by virtue of the following Abstract of Title:

(a) Deed dated September 9, 1994 from U.S. Bancorp Trust Company to Greenwoods Hunting & Fishing Club, Inc. and recorded in Clearfield County Deeds & Records Vol. 1635 at page 313. (Please note that Bancorp Trust Company is a successor to the Windber Trust Company.)

(b) Deed dated November 21, 1942 from John A. Hartman, et ux. to Windber Trust Co. and recorded as aforesaid in Deed Book Vol. 354 at page 435.

(c) Deed dated June 13, 1938 from Edna Maroden, Clearfield County Treasurer for Windber Trust Co. to John A. Hartman and recorded as aforesaid in Deed Book Vol. 347, page 260.

(d) Deed dated February 16, 1920 from the Witmer-Steele Company to

the Windber Trust Company and recorded as aforesaid in Deed Book Vol. 242, page 216.

(e) Deed dated March 30, 1908 from the Pennsylvania Joint Lumber and Land Company dated March 30, 1908 to Witmer-Steele Company and recorded in Deed Book Vol. 165, page 561. (This is a common Deed in the Abstracts of Title for both Greenwoods as well as Punxy. See Paragraph 8(b) hereof.)

All of the above Deeds indicate that the land area transferred therein consists of Warrant No. 5320 located in GOSHEN Township, Clearfield County, Pennsylvania and consisting of 1100 acres. Copies of the foregoing Deeds are attached hereto, made part hereof and incorporated herein as "Exhibits A-1, A-2, A-3, A-4 & A-5".

8. Punxy claims title to the Punxy Land by virtue of the following Abstract of Title:

(a) Deed dated April 16, 1919 from the Witmer-Steele Company to the Punxsutawney Hunting Club and recorded in Deed Book Vol. 233, page 269.

(b) Deed dated March 30, 1908 from Pennsylvania Joint Lumber and Land Company to Witmer-Steele Company and recorded as aforesaid in Deed Book Vol. 165, page 561. (See Paragraph 7(e) hereof.)

All of the above listed Deeds indicate that the land area transferred therein consists of Warrant Nos. 5299, 5300, 5301 and 5302 all located in LAWRENCE Township, Clearfield County, Pennsylvania, each consisting of 1100 acres and totaling 4400 acres. Copies of the foregoing Deeds are attached hereto, made part hereof and incorporated herein as "Exhibits B-1 and B-2".

9. Sometime during the year 2000, Greenwoods began the process of a select-cut timber operation on the Greenwoods Land. As a result, the Greenwoods timber harvester selected and marked various trees for cutting and harvesting all located throughout much of the Greenwoods Land.

10. On or about March 9, 2001, Punxy notified Greenwoods through its attorney that Punxy was concerned that Greenwoods was intending to select-cut timber on perceived Punxy Land and that such an encroachment would not be tolerated. A copy of this correspondence is attached hereto, made part hereof and incorporated herein as "Exhibit C-1".

11. Subsequently, Punxy further notified Greenwoods by correspondence dated May 31, 2002 of its continuing position that it would not countenance any trespass upon its real estate nor the cutting or removal of any standing timber from its premises. A copy of this correspondence is attached hereto, made part hereof and incorporated herein as "Exhibit C-2").

12. The parties hereto believe that the Land area in dispute as between the parties consists of land located along the western line of the Greenwoods Land and the eastern line of the Punxy Land and particularly involving Warrant Nos. 5320 for Greenwoods and 5301 for Punxy and the location of their common boundary line. Said Disputed Land area is approximately 5,137.84 feet in length and 503.83 feet in width and consists of approximately 66.50 acres. A map identifying the land area in dispute as between the parties hereto is attached hereto, made part hereof and incorporated herein as "Exhibit D" and hereinafter referred to as "Disputed Land".

COUNT I
GREENWOODS v PUNXY
(PA RCP 1061(b)(1))

13. Plaintiff incorporates Paragraphs 1 through 12 as though the same were more fully set forth at length herein.

14. Subsequent to delivery of the Deed attached as Exhibit A-2, Greenwoods began to exercise possession and control of the Greenwoods Land (initially by virtue of a Trust Agreement described in the Deed attached as Exhibit A-1) including the Disputed Land. Greenwoods further believes that all of this possession has been continuous, open, exclusive and adverse as to all others since those times.

15. As previously described herein, the only time Greenwoods became aware that there was a controversy relative to its western boundary began with the events described in Paragraphs 10 and 11 hereof.

16. Punxy continues to also claim title to the Disputed Land as is further evidenced by the recent cutting of brush along the borders of the Disputed Land and the placement of "No Trespassing" signs also along the same.

WHEREFORE, Greenwoods files this action and respectfully requests that Punxy, its successors and assigns and any other person, persons, entity or entities claiming or who might claim title under them and all other persons or entitles having claim to the Disputed Land otherwise described in Exhibit D:

(a) Be ordered to bring an Action in Ejectment to establish whatever claim they may have to said Disputed Land described in Exhibit D within the time set by the Court, or be forever barred from asserting any right, title or interest in

the said Disputed Land inconsistent with the title of Greenwoods;

(b) That the Court declare Greenwoods to be the sole owner and to be entitled to the exclusive possession of the Disputed Land described in Exhibit D; and,

(c) That the Court make such orders as may be necessary to establish the title of the Disputed Land to the Plaintiff and to grant it appropriate relief.

**COUNT II
IN THE ALTERNATIVE
GREENWOODS v PUNSY
PA RCP 1051 EJECTMENT**

In the Alternative, Greenwoods also claims title to the Disputed Land and possession thereof and in support thereof alleges as follows:

17. Plaintiff incorporates Paragraph 1 through 16 as though the same were more fully set forth at length herein.

18. By virtue of the notifications described in Exhibits C-1 and C-2 and the recent activities of Punxy representatives along the boundary line of the Disputed Land as noted in Paragraph 16 hereof, Punxy has unlawfully claimed and continues to claim title and possession to the Disputed Land both without right or authority of law and seeks to oust and has effectively ousted Greenwoods from the Disputed Land.

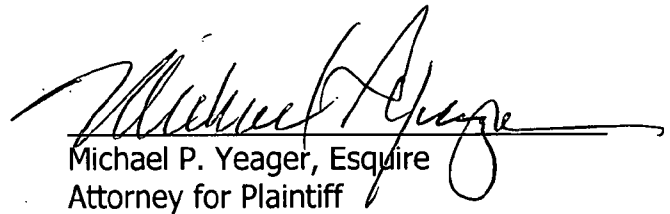
19. By virtue of Exhibits A-1 to A-5, Greenwoods claims title to a tract of land consisting of 1100 acres which includes the Disputed Land.

WHEREFORE, Greenwoods files this action in the alternative and respectfully requests that:

(a) Judgment be entered as against Punxy and in favor of Greenwoods, ejecting Punxy from the Disputed Land, restoring Greenwoods to possession of the Disputed Land and confirming its title thereto; and

(b) That the Court make such orders as may be necessary to establish the title of the Disputed Land to the Plaintiffs and to grant it appropriate relief.

Respectfully submitted:



Michael P. Yeager, Esquire
Attorney for Plaintiff

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DEED

AFFIDAVIT No. 21867

THIS INDENTURE is made the 1st day of September, 1994, by and between:

USBANCORP TRUST COMPANY, a corporation organized under the laws of the United States of America, Trustee, having its principal offices in Johnstown, Cambria County, Pennsylvania
GRANTOR and party of the first part.

AND-

GREENWOODS HUNTING AND FISHING CLUB, INC., a non-profit corporation and successor to Greenwoods Hunting and Fishing Club, an unincorporated membership organization,
GRANTEE and party of the second part.

WITNESSETH, that said party of the first part, for and in consideration of the sum of

-----ONE and no/100-----

-----(\$1.00)-----

Dollars lawful money of the United States of America, well and truly paid by the said party of the second part to the party of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns,

ALL that certain tract and parcel of land together with improvements, situate lying and being in Goshen Township, Clearfield County, Pennsylvania, more particularly described as follows:

BEING Warrant No. 5320, containing 1100 acres, more or less, and BEING bounded on the North by Warrant No. 5323, on the East by Warrant No. 5321, on the South by Warrant No. 5319 and on the West by Warrant No. 5301, being the lands and premises assessed to U. S. National Bank, successor to Windber Trust Company, Trustee. Windber Trust Company merged with U. S. National Bank on June 1, 1963. Thereafter U. S. National Bank merged

EXHIBIT

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tabbles

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into USBANCORP TRUST COMPANY, Grantor herein on September 30, 1992.

BEING the same premises which were granted and conveyed unto Windber Trust Company by Whitmer-Steele Company by its deed dated February 16, 1920 as recorded in Clearfield County Deed Book Vol. 242 at Page 216; AND ALSO BEING the same premises that were rededed to the said Winber Trust Company by deed of John A. Hartman, et ux., dated November 21, 1942 as recorded in Clearfield County Deed Book Vol. 453 at Page 435.

AND, the Grantor also grants and conveys to the Grantee all Grantor's right, title, interest, claim and demand in, of and to all easements, roads, ways of access, ingress and egress and all waterways, watercourses and water rights, express and/or implied, of any kind or nature, on, to or from the above described lands and premises.

THIS CONVEYANCE IS MADE BY A GRANIOR-TRUSTEE TO THE GRANTEE-TRUST BENEFICIARY IN DISTRIBUTION OF TRUST PROPERTY UPON TERMINATION OF THE TRUST THAT HAS EXISTED BETWEEN THE PARTIES AND THEIR PREDECESSORS IN INTEREST FROM AND AFTER FEBRUARY 16, 1920 TO THE PRESENT.

The said Trust arrangement was more recently stated in an unrecorded Custodian Agreement dated October 20, 1960.

TOGETHER with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof,

AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, both in law and in equity, of the said party of the first part, of, in to or out of the said premises, and every part and parcel thereof

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of said party of the second part, its successors and assigns forever.

AND the said Grantor, USBANCORP TRUST COMPANY, for itself, its predecessors as Trustee as aforesaid, its successors and assigns, does hereby covenant, promise and agree to and with the said Grantee and its successors and/or assigns, by these presents that the said Grantor has not done, committed or knowingly or willfully suffered to be done or committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, should or may be impeached, charged or encumbered in title, charge, estate or otherwise, howsoever.

State of New York)

Niagara County Clerks Office)SS.

I, Jesse Read, Clerk of the County of Niagara,
and also Clerk of the Supreme and County Courts

in and for said County, do hereby certify:

That said Courts are Courts of Record, having by law a seal, That Geo. H. Wagner whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, and before whom the same was taken, was at the time of taking such acknowledgment, proof or affidavit, a Notary Public, residing in said County and duly authorized to take and certify the same, and that the same is taken and certified in all respects as required by the laws of said State of New York. That I am well acquainted with the hand writing of said Notary Public and verily believe that the signature to the said certificate is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Courts at Lockport, in said County, this 22nd day of October, A.D., 1943.

Jesse Read (off.seal)

Clerk

E262

By _____ Deputy Clerk.

Entered of Record Nov 12 1943. 9-45 A M

Recorded and Compared by

Geo. W. Gayler
Recorder. C. M. 7

DEED

JOHN A. HARTMAN ET AL

TO

"INDBER TRUST COMPANY, TRUS)

THIS DEED, Made the Twenty-first day of November

in the year Nineteen hundred and Forty-two -

BETWEEN John A. Hartman and Fanny S. Hartman, his

wife, of the Borough of Windber, County of Somerset

and State of Pennsylvania, Grantors, and the Windber Trust Company, a Corporation created and existing under the laws of Pennsylvania, having its domicile in said Borough of Windber, Trustee for the Greenwoods Hunting and Fishing Club, an unincorporated association of said Borough of Windber, subject to the by-laws of said Association, Grantee;

WITNESSETH, that in consideration of the sum of One (\$1.00) Dollars in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, its successors and assigns, Trustee as aforesaid, all their right, title and interest in and to all that certain tract of land situate, lying and being in the Township of Goshen, County of Clearfield and State of Pennsylvania, lately assessed in the name of said Windbor Trust Company as Warrant No. 5320, containing 1100 acres, more or less, said Warrant being bounded on the North by Warrant No. 5323, on the East by Warrant No. 5321, on the South by Warrant No. 5319 and on the West by Warrant No. 5301.

EXHIBIT

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BEING the same tract of land conveyed by Whitmer-Steele Company to Windber Trust Company by Deed dated February 16, 1920, and recorded in the office for the recording of deeds in and for Clearfield County, Pennsylvania, in Deed Book Vol. 242, page 216.

BEING the same premises which was sold for taxes by the Treasurer of Clearfield county and conveyed by said Treasurer, R.F. Bigler, Jr., to Charles Steele by Deed dated December 31, 1937, and recorded in the office aforesaid in Deed Book Vol. 328, page 229; and by Charles Steele and Mary Steele, hiswife, to John A. Hartman, above named grantor, by Deed dated October 27, 1939, and recorded in the office aforesaid in Deed Book Vol. 328, page 231; and being the same tract of land which was sold for taxes at Treasurer's Sale on the Second Monday of June, 1938, to above named grantor, John A. Hartman, and conveyed to him by Edna Marsden, Treasurer of said Clearfield County, by Deed dated September 25, 1939, and recorded in the office aforesaid in Deed Book Vol. 347, page 260.

It is the intention of said grantors to convey hereby whatever right, title and interest they acquired under the above recited Deeds to the said John A. Hartman.

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

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

Sealed and delivered

in the presence of

Edith Cris

Geo L Daly

U.S. Revenue \$1.10

State of Pennsylvania,)

County of Somerset)SS.

John A Hartman (seal)

Fanny S. Hartman (seal)

On this the Twenty-first day of November, 1942, before me the undersigned officer, personally appeared John A. Hartman and Fanny S. Hartman, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Carmillia Ferline (off.seal)

Notary Public
Title of Officer

My commission expires Feb 19 1943

November 21, 1942.

I hereby certify that the precise residence of the within named Grantee is Windber,
Somerset County, Pennsylvania.

F.A. Millott

Attorney for Grantee.

Entered of Record Nov 12 1943. 1-30 P M

Recorded and Compared by

Geo. W. Taylor
Recorder. *m 7.*

DEED)
HOMER SOUTHERD ET AL) THIS INDENTURE, Made the Twenty-ninth day of October
TO) in the year of our Lord one thousand nine hundred forty three.
C W BICKFORD.) BETWEEN Homer Southard of the Borough of Osceola Mills,
Clearfield County, Pennsylvania, and his wife, Bessie J.
Southard, Grantors, and parties of the first part, and C.W. Bickford, of the same place,
County and State, Grantee and Party of the second part, WITNESSETH, that the said parties
of the first part, for and in consideration of the sum of One Hundred Fifty (\$150) lawful
money of the United States of America, well and truly paid by the said party of the second
part, to the said parties of the first part, at and before the ensealing and delivery of
these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold,
aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant,
bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the
second part, his heirs and assigns,

ALL that certain piece or parcel of clay rights situate in the Township of
Decatur, County of Clearfield and State of Pennsylvania, bounded and described as follows;

Being the same premises title to which became vested in the Grantor herein
described as being assessed in the name of George W. Smeal, containing 75 Acres of Clay
Rights, and which according to the several Acts of Assembly in relation thereto, the
County Commissioners of the said County of Clearfield, having given due and timely notice,
of their power to sell, and of the time and place of sale, did agreeable to law on the
23rd day of January, A.D. 1942, expose to public sale by public vendue or outcry, in
Court Room No. 1, at Clearfield, aforesaid, and which was conveyed by the aforesaid
County Commissioners by their deed dated May 25, 1942, and recorder in the office for
the recording of deeds in and for the County of Clearfield, in Deed Book Vol. 344, page
449, July 27, A.D. 1942.

TOGETHER with all and singular the buildings, improvements, woods, ways, rights,
liberties, privileges, hereditaments and appurtenances to the same belonging, or in any-
wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues

260

Carrie M. Hoeven Sara V. Miller and David L. Miller and acknowledged the foregoing Deed to be their act and deed, and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.

Geo. W. Gaylor (Off. Seal)

Recorder of Deeds

My Commission Expires First Monday in January 1944

I Hereby Certify, that the precise address of the grantee herein is Clearfield, Pennsylvania.

U. S. Revenue \$1.10

Entered of Record Sep. 2 1942 1:55 P.M.

Recorded and Compared by

Geo. W. Gaylor
M. M. S.
Recorder

DEED : TO ALL TO WHOM THESE PRESENTS SHALL COME:

WINDBER TRUST CO. BY TREAS. : I, Edna Marsden, Treasurer of Clearfield County, in the

TO : Commonwealth of Pennsylvania, Send Greeting:

JOHN A. HARTMAN : WHEREAS, a certain tract of unseated land in Warrant No.

5320 situate in the Township of Goshen containing 1100

acres surface and purporting to be owned and assessed in the name of Windber Trust Co. was

seized and assessed with diverse taxes, for the years 1936 and 1937 amounting in the aggregate

as follows, to wit:

County Tax	Thirty	Dollars and	fifty-three	cents
County Home Tax	Twenty-six	Dollars and	forty	cents
County Home Bond Tax	One	Dollars and	sixty-six	cents
B. & W. Bond Tax	—	Dollars and	eighty-three	cents
Refunding Bond	Three	Dollars and	thirty	cents
Road Bond Tax	Fifteen	Dollars and	sixty-eight	cents
Br. & R. of W. Bond Tax	—	Dollars and	eighty-three	cents
School Tax	Fifty-six	Dollars and	ten	cents
Road Tax	Twenty-three	Dollars and	ten	cents

which said taxes were due and remained unpaid for the space of more than one year prior

to the commencement of the proceedings for the sale of said lands for the payment of said

taxes and legal costs.

AND WHEREAS, the Treasurer, in pursuance to law, having given due and legal notice

of the time and place of sale, with a description of said land by township, name or number

of warrant, number of acres, and name of reputed owner thereof, and also of the sums due

thereon for taxes, did offer said land as required by law at sale by public vendue or out-

cry, at the Court House in the Borough of Clearfield in said county of Clearfield, on the

second Monday of June 1938 and did continue said sale unto the ___ day of ~~April~~ June 1938,

at which time and at the place aforesaid, by public vendue and outcry as required by law,

did sell the whole of said tract of land (a part thereof not being sufficient to satisfy

EXHIBIT
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the taxes and costs) to John A. Hartman of the City of Windber for the price or sum of One hundred seventy-one and $\frac{75}{100}$ dollars; he being the highest and best bidder, and at the highest and best price bidden for the same.

THERRFORE KNOW YE, that I, Edna Marsden, Treasurer of the County of Clearfield aforesaid, for and in consideration of the said sum of One hundred seventy-one and $\frac{75}{100}$ dollars, lawful money of the United States of America, (being the amount of taxes, interest and costs) to me in hand paid by the said John A. Hartman at and before the ensembling and delivery hereof, and of the delivery to me of the bond for the surplus paid over and above the amount of said taxes, interest and costs, the receipt whereof I do hereby acknowledge, have granted, bargained and sold and by these presents, according to the direction of the several Acts of Assembly, do grant, bargain and sell unto the said John A. Hartman the above mentioned tract of land consisting of 1100 acres surface in the township of Goshen in Warrant No. 5330 purporting to be owned by Windber Trust Co.

TO HAVE AND TO HOLD, unto the said John A. Hartman his heirs and assigns; subject however, to the redemption allowed by law.

IN WITNESS WHEREOF, I, Edna Marsden, Treasurer, have hereunto set my hand and seal the Twenty-fifth day of September in the year of our Lord one thousand nine hundred thirty nine. Sealed and delivered in the presence of Edna Marsden (Off. Seal)
Tony Panno Jr. Treasurer

Received, on the day of the date of the foregoing instrument in writing, the taxes, interest and costs, \$171.36 and surplus bond for \$_____ being the consideration money in full herein mentioned.

State of Pennsylvania :
County of Clearfield : SS:

At a Court of Common Pleas held at Clearfield, Pa., on the 12 day of June in the year of our Lord one thousand nine hundred thirty-eight before the Judge of the said Court, Edna Marsden, Treasurer of Clearfield County, appeared in her proper person, in open Court, and acknowledged the foregoing deed-poll to be her act and deed, pursuant to the several Acts of Assembly, in such case made and provided. Recorded in Docket no. 135 Page 486.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said Court, the day and year aforesaid.

W. R. Gallagher (Off. Seal)

Prothonotary

I Hereby Certify that the precise residence of the Grantee or Grantees is Windber, Pa.

John A. Hartman

Entered of Record Sep. 2 1942 1:57 P.M.

Recorded and Compared by

Geo. H. Gingles
M. M. D.
Recorder

242/216

SURVEYOR RUN LUMBER COMPANY, LIMITED.

By Alfred Graham

Chairman

Attest: J.F. Weaver (Cor. seal)

Secretary.

State of Pennsylvania)

County of Clearfield)SS

On the 4th day of October, A.D. 1919, before me, a Notary Public in and for said County, personally appeared J.F. Weaver, Secretary of the said Surveyor Run Lumber Company, Limited, who being duly sworn according to law doth depose and say, that he was personally present at the execution of the above Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Corporation; that the said Indenture was duly sealed and delivered by Alfred Graham, Chairman of said Corporation, as and for the act and deed of said Corporation, for the uses and purposes therein mentioned, and that the names of this deponent as Secretary and Alfred Graham as President of said Corporation signed thereto in attestation of its due execution and delivery, are of their, and each of their respective hand writings.

J.F. Weaver

Sworn and subscribed before me the day and year first above written.

Harry P. Wallace (off. seal)

Notary Public.

Commission expires March 1st, 1923.

Duly stamped U.S. Rev. \$4.00

Entered of Record Apr. 15, 1920, 4-40 P.M.

Recorded and Compared by *Ed. B. Kage*

Recorder.

DEED)
WHITMER STEELE CO.) THIS DEED Made the 16th day of February, A.D. 1920, between
TO) Whitmer-Steele Company, a corporation under the laws of Penn-
WINDBER TRUST CO.) sylvania, with principal offices in Northumberland, Pa. of the
first part grantor, and the Windber Trust Company, a corporation
of Pennsylvania, located at Windber, Pa. of the second part, Grantee.

WITNESSETH: That for and in consideration of the sum of \$3300.00 (three thousand three hundred dollars), in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee all that certain tract of land situate in Goshen Township, Clearfield county, Pa. described as follows:

One Warrant No. 5320. Containing 1100 acres. *Now 115-43-1*

The said Warrant being bounded on the North by Warrant #5323; on the East by Warrant #5321; on the South by warrant #5319; and on the West by Warrant #5301. The acreage being as described in original warrant and is sold as a whole and has not been separately surveyed;

EXHIBIT

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being a part of certain lands which the Pennsylvania Joint Lumber and Land Company by their deed March 30, 1908, recorded at Clearfield, Pa., in deed Book #155, page 561, granted and conveyed to the present Grantor.

Excepting and Reserving to the party of the first part, Grantor its successors or assigns all the coal, fire clay, and other clays of every kind and description, oil, gas and all other minerals, in, upon and under and also a right of way for railroad, over, across, and upon, (the said right of way to be not over 4 rods wide and to be located where the party of the first part shall determine) the said lands together with the right of free ingress, egress and regress into, through, upon, over, under and from the above described lands for the purpose of examining, searching, prospecting, mining and removing all of the aforesaid coal, fire clay and other clay, oil, gas and other minerals, grading, building, constructing, operating, maintaining and repairing the aforesaid railroad right of way and any and all railroads and tracks laid and built thereon, to build railroads, tramways, tramroads, ways and drains upon and under the surface of said lands and to locate and erect such buildings or other structures thereon, with the necessary curtilage, and to make such openings, shafts, air shafts, tipples, chutes and dumps as may be necessary and proper in the opinion of the party of the first part its successors, or assigns, for the convenient use and working of the mines, with the right to deposit the waste or dirt of the mines upon the surface convenient thereto; with the right to erect and operate derricks and machinery for drilling for oil or gas wells, the laying of pipe lines, locating and maintaining tanks and such buildings as are necessary for the operating aforesaid; together with the right to haul, convey and transport coal, fire clay and other clays, oil, gas and other minerals, under, through and over the aforesaid premises with the right to store any of the aforesaid things and products upon the surface of said premises, and the right to have and appropriate all the water required for conducting all said operations and all of the aforesaid rights and privileges hereby reserved or intended so to be, shall and may be exercised by said party of the first part, its successors and assigns without being liable for surface support or for any damage that may result to the surface of said lands by the mining and removal of all of the aforesaid coal, fire clay, and other clays, oil, gas and other minerals, for the building, operating and maintaining the aforesaid railroads or the exercising of any of the other rights and privileges herein reserved, or for damages or injuries to the water on or under said premises; and the said party of the second part for themselves, their successors and assigns, does hereby release the said party of the first part and its successors and assigns from any and all damages and claims for damages as aforesaid.

And the said Grantor doth hereby covenant and agree to and with the said Grantee, that they, the grantor, their successors, or assigns shall and will warrant and forever defend the hereinabove described premises with the hereditaments and appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, through, from or under them; Excepting and Reserving however all minerals oil gas, and privileges as hereinabove set forth;

And the said grantor doth hereby appoint and authorize Charles Steele to be its true and lawful attorney for the acknowledgment of this deed before any officer of the State of Pennsylvania duly qualified to receive said acknowledgment, as and for the act and deed of the said Whitmer-Steele Company.

In Witness Whereof, the said grantor has caused this Indenture to be signed by its President, attested by its Secretary and the seal of the Company in pursuance of a resolution passed by the Board of Directors of the said Company, Jan. 5, 1920, duly authorizing the same.

Whitmer-Steele Company.

Charles Steele,

President.

Attest: Harry Steele (Cor. seal)

Secretary.

State of Pennsylvania)

County of Northumberland) SS

On this sixteenth day of February, 1920, before me the subscriber a Notary Public in and for said County and State personally appeared Charles Steele, the attorney mentioned in the foregoing Indenture, who by virtue of the authority therein conferred upon him in due form of law acknowledged the said Indenture to be the act and Deed of the Whitmer-Steele Company and desired the same to be recorded as such

Witness my hand and official seal the day and year aforesaid.

S. D. Young (off. seal)

Notary Public.

My commission expires April 29, 1923.

Duly stamped U.S. Rev. \$3.50

Entered of Record Apr. 16, 1920. 1-30 P.M.

Recorded and Compared by

Ed. B. Chase
MR

Recorder.

DEED)
JAS. L. MCGONIGAL ET AL)
TO)
M. THOS. BOWMAN)
his wife, of the one part, and M. Thomas Bowman of the Borough of Clearfield, County and State aforesaid, of the other part.

THIS DEED Made the 30th day of March in the year Nineteen hundred and twenty.
BETWEEN James L. McGonigal of the Township of Karthaus, County of Clearfield and State of Pennsylvania and Annie C. McGonigal

WITNESSETH, that in consideration of Three thousand One hundred (\$3100.00) dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, all an undivided one half interest in all those certain lots or pieces of ground, situate in said Township of Karthaus, county of Clearfield and State of Pennsylvania, the same being bounded and described as follows:-

THE FIRST thereof; beginning at an ash, the southeast corner of lot deeded to L. Heitlein; thence east 117 perches to stone corner; thence north 5 perches to white oak corner, which is the beginning of the lot; thence east 106 perches to stone corner; thence south 149 perches to post corner; thence 106 perches to post corner; thence north 149 perches to place of beginning. Containing 93 acres 21 perches and being part of warrants numbers 1094 and 1095, and the same premises which John Keating et al, by deed dated June 19, 1852, and recorded in deed book "N", page 489, sold and conveyed to the said Oliver Moore, Sr. deceased.

DEED.)
PENNA. JOINT LUMBER & LAND CO.)
TO)
WHITMER STEELE CO.)
INDENTURE made the Thirtieth day of March in the year
of our Lord one thousand nine hundred and eight.
Between the Pennsylvania Joint Lumber And Land Company,
a corporation of the State of Pennsylvania, having its
domicile in the County of Lycoming, State of Pennsylvania, party of the first part, and the
Whitmer-Steele Company, a corporation of the State of Pennsylvania, party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the
sum of fifty-five thousand dollars (\$55,000) lawful money of the United States of America,
unto it well and truly paid by the said party of the second part, at and before the seal-
ing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted,
bargained, sold, aliened, enfeofed, released conveyed and confirmed, and by these
presents doth grant, bargain, sell, alien, enfeof, release, convey and confirm unto the said
party of the second part, its successors and assigns forever.

All these certain thirteen (13) several tracts of land situate in the Township of
Lawrence, County of Clearfield, and State of Pennsylvania, known numbered and described as
follows, namely:-

- Warrant numbered five thousand two hundred and ninety-nine (5299) in the warrantee name
of George Meade, containing eleven hundred (1100) acres more or less.
- Warrant numbered five thousand three hundred (5300) in the warrantee name of George
Meade, containing eleven hundred (1100) acres more or less.
- Warrant numbered five thousand three hundred and one (5301) in the warrantee name of
George Meade, containing eleven hundred (1100) acres more or less.
- Warrant numbered five thousand three hundred and two (5302) in the warrantee name of
George Meade, containing eleven hundred (1100) acres more or less.
- Warrant numbered five thousand three hundred and three (5303) in the warrantee name
of George Meade, containing eleven hundred (1100) acres more or less.
- Warrant numbered five thousand three hundred and four (5304) in the warrantee name of
George Meade, containing eleven hundred (1100) acres more or less.
- Warrant numbered five thousand three hundred and five (5305) in the warrantee name of
George Meade, containing eleven hundred (1100) acres more or less.
- Warrant numbered five thousand three hundred and six (5306) in the warrantee name of
George Meade, containing eleven hundred (1100) acres more or less.
- Warrant numbered five thousand three hundred and seven (5307) in the warrantee name of
George Meade, containing eleven hundred (1100) acres more or less.
- Warrant numbered five thousand three hundred and eight (5308) in the warrantee name of
George Meade, containing eleven hundred (1100) acres more or less.
- Warrant numbered five thousand three hundred and nine (5309) in the warrantee name of
George Meade, containing eleven hundred (1100) acres more or less, reserving and excepting
therefrom, however, a certain small piece of land forty-six (46) rods wide and one hundred
(100) rods long out of the southeast corner of said warrant, containing twenty eight (28)
acres and one hundred and twenty (120) perches.

Warrant numbered five thousand three hundred and ten (5310) in the warrantee name of George Meade, containing eleven hundred (1100) acres more or less.

Warrant numbered five thousand three hundred and eleven (5311) in the warrantee name of George Meade, containing eleven hundred (1100) acres more or less.

Also all those certain five (5) several tracts of land situate in the Township of Goshen, County of Clearfield, and State of Pennsylvania, known, numbered and described as follows, namely;

Warrant numbered five thousand three hundred and eighteen (5318) in the warrantee name of George Meade, containing ten hundred and ninety-nine (1099) acres more or less.

Warrant numbered five thousand three hundred and nineteen (5319) in the warrantee name of George Meade, containing ten hundred and ninety-nine (1099) acres more or less.

Warrant numbered five thousand three hundred and twenty (5320) in the warrantee name of George Meade, containing eleven hundred (1100) acres more or less. *Now 115-23-1*

Warrant numbered five thousand three hundred and twenty-one (5321) in the warrantee name of George Meade, containing eleven hundred and eight (1108) acres more or less.

Warrant numbered five thousand three hundred and twenty three (5323) in the warrantee name of George Meade, containing eleven hundred (1100) acres more or less. *Now L3-2*

The whole of the said eighteen (18) several tracts of land hereby conveyed containing nineteen thousand eight hundred and six (19,806) acres, be the same more or less.

THIS CONVEYANCE IS MADE EXPRESSLY SUBJECT to all and singular the terms and conditions set forth in a certain Memorandum of Agreement dated the 29th day of January, 1902, between the Pennsylvania Joint Lumber and Land Company of the one part, and F. H. & C. W. Goodyear of the other part, which said Agreement in part relates to and affects the lands hereby conveyed, a copy of which Agreement has been furnished the grantee herein, the receipt of which is hereby acknowledged. AND FURTHER the said grantee hereby expressly acknowledges full knowledge of all and singular the terms and conditions of the said Agreement and accepts the conveyance of the lands herein intended to be conveyed expressly subject thereto.

TOGETHER with all and singular the tenements, hereditaments and appurtenances to the same belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever, both in law, equity, or otherwise, however, of, in, to or out of the said premises, and every part and parcel thereof.

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances, unto the said party of the second part its successors and assigns, to and for the only proper use and behoof of the said party of the second part its ^{successors} and assigns forever, subject however, to the reservations and stipulations hereinbefore contained.

THIS INDENTURE is executed and delivered by the President and Secretary of the said Pennsylvania Joint Lumber and Land Company in pursuance of a resolution of the Board of Directors of said corporation, duly authorizing the same.

And the said Pennsylvania Joint Lumber and Land Company doth hereby constitute and appoint D. Stuart Dodge to be its Attorney for it, and in its name and as and for its

corporate act and deed to acknowledge this Indenture before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be recorded.

And the said party of the first part for itself, its successors and assigns, doth by these presents covenant, grant and agree to and with the said party of the second part, its successors and assigns, that it, the said party of the first part, its successors and assigns all and singular the hereditaments and premises herein above described and granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns against the said party of the first part, its successors and assigns against the said party of the first part, its successors and assigns, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, through or under it, shall and will by these presents Warrant and Forever Defend.

IN WITNESS WHEREOF the corporate seal of the said Pennsylvania Joint Lumber and Land Company has been hereto attached, attested by its Vice President and Secretary.

D. Stuart Dodge

Vice President.

Attest:

George Notman (Corp. Seal)

Secretary

State of New York) SS.

County of New York)

I hereby certify that on this 30th day of March in the year of our Lord one thousand nine hundred and eight, before me the subscriber, a Commissioner for Pennsylvania in New York personally appeared D. Stuart Dodge the attorney named in the foregoing Indenture and by virtue and in pursuance of the powers thereon conferred upon him, acknowledged the said Indenture to be the act and deed of the said Pennsylvania Joint Lumber and Land Company.

Witness my hand and official seal the day and year aforesaid.

Edwin F. Corey (Off. Seal)

Commissioner of Deeds for the State of
Pennsylvania, office No 56 Wall Street,
New York City.

My Commission expires May 6, 1911.

Entered of Record May 5, 1908 12-M

Recorded and Compared by

W. J. Kie Hagan

Recorder.

233/269

fully stamped U.S. Rev. \$4.50

(State of Pennsylvania)

County of Blair) SS

On the twenty third day of April A.D. 1919, before me the undersigned authority in and for said County and State, came the above named Horace C. Blair; Charles F. Blair and Kate E. Blair, his wife; Lewis B. Blair and Nora G. Blair; his wife; S. Howard Blair and Mary E. Blair, his wife; all of the Borough of Tyrone, county of Blair and State of Pennsylvania; and Horace C. Blair and Charles F. Blair, of the same place surviving executors of the last Will and Testament of Samuel S. Blair, deceased, and acknowledged the foregoing instrument to be their act and deed and desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

H. C. McCoshy (off. seal)

Notary Public

Comm. expires April 27, 1921.

Entered of record Apr. 29, 1919. 9 A.M.

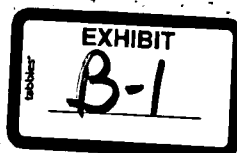
Recorded and Compared by *E. B. Chace*
M. C.

Recorder.

DEED)
WHITMER-STEELE COMPANY) THIS DEED Made the sixteenth day of April A. D. 1919,
TO) Between the Whitmer-Steele Company, a corporation under
PUNXSUTAWNEY HUNTING CLUB) the laws of Pennsylvania of the first part grantors and
the Punxsutawney Hunting Club, a corporation of Punxsutawney, Jefferson County, Pennsylvania, of the second part grantee.

WITNESSETH: That in consideration of twelve Thousand (\$12,000.00) dollars in hand paid the receipt whereof is hereby acknowledged, the said grantor doth hereby grant and convey to the said grantee, all that certain tract of land situate in Lawrence Township, Clearfield County, Pa. described as follows:

One warrant No. 5299, 1100 acres, one warrant No. 5300, 1100 acres, one warrant No. 5301, 1100 acres one warrant No. 5302, 1100 acres, the said four warrants being contiguous and forming together one block of land, the acreage is as described in Warrantee Map and is sold as a whole and has not been separately surveyed, being a part of certain lands which the Penna Joint Lumber & Land Company by their deed made March 30th, 1908 and recorded at Clearfield, Pa. in deed Book No. 165, page 561 granted and conveyed to the present grantor; reserving to the grantor the right to remove the present logging railroad and timber now cut and along the same.



ALSO EXCEPTING AND RESERVING to the party of the first part their successors or assigns all the coal fire clay and other clays of every kind and description, oils gas and all other minerals in, upon and under and also a right of way for railroad over, across and upon (said right of way to be not over 4 rods wide and to be located where the party of the first part shall determine)

TOGETHER with the right of free ingress, egress and regress into through upon and over and from the above described lands for the purpose of examining, searching, prospecting, mining and removing all of the aforesaid coal fire clay and other clays, oil, gas and other minerals grading, building, constructing operating, maintaining and repairing the aforesaid railroad right of way and any and all railroads and tracks laid and built thereon, to build railroads, tramways, tramroads, ways and drains upon and under the surface of said lands and to locate and erect such buildings or other structures thereon, with the necessary curtilage, and to make such openings, shafts, air shafts, tripplars, chutes and dumps as may be necessary and proper in the opinion of the party of the first part its successors, or assigns, for the convenient use and working of the mines, with the right to deposit the waste material or dirt of the mines upon the surface convenient thereto; with the right to erect and operate derricks and machinery for drilling for oil or gas wells, the laying of pipe lines, locating and maintaining tanks and such buildings as are necessary for the operating aforesaid; TOGETHER with the right to haul convey and transport coal fire clay and other clays and other minerals, the right to lay pipes to convey water, oil steam and gas, the right to operate machinery and other appliances thereon, for the production of gasoline from natural gas and to have and appropriate sufficient water for conducting of said operations including drilling, under through and over the aforesaid premises, with the right to store any of the aforesaid things and products upon the surface of said premises; and all of the aforesaid rights and privileges hereby granted or intended so to be, shall and may be exercised by said party of the first part its successors and assigns without being liable for surface support or for any damages that may result to the surface of said lands, by the mining and removal of all the aforesaid coal, fire clay and other clays, oil gas and other minerals or the building operating and maintaining the aforesaid railroad, or the exercising of any of the other rights and privileges herein granted or for damages or injuries to the water on or under said premises; and the said party of the second part for themselves, their successors and assigns, does hereby release the said party of the first part its successors and assigns, from any and all damages and claims for damages, as aforesaid.

AND the said grantor doth hereby covenant and agree to and with the said grantee that they, the grantor, their successors or assigns shall and will warrant and forever defend the herein above described premises with the hereditaments and appurtenances unto the said grantee, its successors and assigns, against the said grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof by through, from or under them; Excepting and Reserving however as hereinabove set forth.

AND the said grantor doth hereby appoint and authorize Charles Steele to be its true and lawful attorney for the acknowledgment of this deed before any lawfully qualified officer of the State of Pennsylvania, as and for the act of the said Whitmer-Steele Company.

IN WITNESS WHEREOF, the said grantor has caused this Indenture to be signed by its Vice President, Attested by the Seal and Secretary of the Company in pursuance of a resolution passed by the Board of Directors of said Company April 7th, 1919 duly authorizing the same.

Whitmer-Steele Company

Charley Steele,
Vice Pres.

Attest; Harry Steele, (Cor. seal)

Secdy.

State of Pennsylvania)
County of Northumberland) SS

On this sixteenth day of April 1919, before me the subscriber a Notary Public in and for said county and state, personally appeared Charles Steele the attorney mentioned in the foregoing Indenture, who by virtue of the authority herein conferred upon him in due form of law acknowledged the same to be the act and deed of the said Whitmer-Steele Company and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.

H. K. Bright (off. seal)

Notary Public.

My commission expires Jan. 22nd, 1921.

Duly stamped U.S. Rev. \$12.00

Entered of record Apr. 29, 1919. 9-20 A.M.

Recorded and Compared by

Ed B. Elmer
me
Recorder.

EED)
OF BORKOSKI ET UX)
TO)
JAN ZAWACKI)
of the first part and Adam Zawacki and Anna Antonina Zawacki, his wife of the city of
Bois, county of Clearfield and state of Pennsylvania, of the second part.

WITNESSETH, that the said parties of the first part for and in consideration of the sum of one thousand eight hundred (\$1800.00) dollars lawful money of the United States of America, well and truly paid by the said parties of the second part to the said parties of the first part, at and before the ensealing and delivery of these presents, the

EXHIBIT B-2

SAME DEED REFERENCED AND PREVIOUSLY INCLUDED AS EXHIBIT A-5

ed Hudock
Attorney at Law

Professional Building
200 South Findley Street, P.O. Box 536
Punxsutawney, Pennsylvania 15767-0536
Telephone: 814-938-3041
Fax: 814-938-3045

March 9, 2001

CERTIFIED MAIL #7099 3400 0015 4337 9332

Greenwood Hunting & Fishing Club, Inc.
c/o D. Blough
13 Country Lane
Windber, PA 15963

Re: Punxsutawney Hunting Club, Inc.

Dear Mr. Blough:

Please be advised that I represent Punxsutawney Hunting Club, Inc., and I have been asked by the Board of Directors to correspond with you in order to express certain Club concerns.

From conversations the Secretary has had with Mr. Koehler and, perhaps, other individuals, it appears that Greenwood intends to conduct a timbering operation upon its premises, and it appears that certain questions are being raised as to the boundary of adjoining Punxsutawney Hunting Club premises.

Please be advised that the Punxsutawney Hunting Club deed describes its premises, in part, as "one block of land," and this portion of the description is consistent with all bordering State Game land and other maps, all of which reflect the boundary in question to be perpendicular.

Consequently, you are hereby formally put on notice that it remains the opinion of the Punxsutawney Hunting Club Board of Directors that its boundary is as has been established for years, that any survey conducted on behalf of Greenwood which might not have been conducted by a Registered Professional Land Surveyor should not be relied upon and that any timbering operations conducted upon any portion of the Punxsutawney Hunting Club property, including cartage over existing roadways, shall not be permitted without advance, written consent. Absolutely no encroachment, without such approval, will be tolerated, and any violation thereof will be dealt with in accordance with the most forceful provisions of law.



A. Ted Hudock
Attorney at Law

Professional Building
200 South Findley Street, P.O. Box 536
Punxsutawney, Pennsylvania 15767-0536
Telephone: 814-938-3041
Fax: 814-938-3045

May 31, 2002

CERTIFIED MAIL #7001 1140 0002 4653 8598

Mr. George Koehler, President
Greenwoods Hunting and Fishing Club, Inc.
113 County Lane
Windber, PA 15963

Re: Punxsutawney Hunting Club, Inc.

Dear Mr. Koehler:

For your quick reference, I am herewith enclosing a copy of correspondence dated March 9, 2001, which I had directed to D. Blough on behalf of the Punxsutawney Hunting Club, Inc. I presume that that correspondence would have been brought to your attention by Mr. Blough, but perhaps it was not.

At any rate, the purpose of this correspondence is to reiterate the position set forth in that letter and to emphasize that the Punxsutawney Hunting Club, Inc., will countenance neither any trespass upon its real estate, nor the cutting or removal of any standing timber from its premises.

We trust that no violations of these prohibitions will occur by your agents, contractors or employees, but you should be advised that to the extent any such violations do, in fact, occur, you will be held strictly accountable to the fullest extent of Pennsylvania's civil and/or criminal laws.

I look forward to your cooperation as regards this matter in order that the Clubs' relationships remain positive and that the Punxsutawney Hunting Club forest be preserved, and I would ask that you or your legal counsel please feel free to contact me in the event there are any questions or in the event you wish to discuss this matter further.

Sincerely,


A. Ted Hudock

ATH/jl
Enclosure
cc: Mr. Vincent Gaston
Punxsutawney Hunting Club, Inc.



VERIFICATION

I, BARRY S. HOSTETLER, of GREENWOODS HUNTING & FISHING CLUB, INC.,
being duly authorized to make this Verification, have read the foregoing Complaint.
The statements therein are true and correct to the best of my personal knowledge,
information and belief.

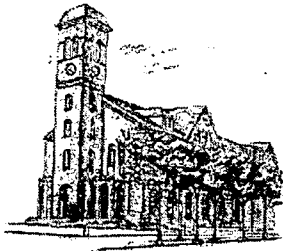
This statement and verification is made subject to the penalties of 18 Pa. C.S.A.,
Section 4904 relating to unsworn fabrication to authorities, which provides that if I
make knowingly false averments, I may be subject to criminal penalties.


Barry S. Hostetler 6-12-06

FILED

JUN 13 2006

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



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

July 16, 2008

COPY

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

RE: Greenwoods Hunting & Fishing Club, Inc.

vs

Punxsutawney Hunting Club, Inc.
No. 06-943-CD
Superior Court No. 673 WDA 2008


Dear Prothonotary:

Enclosed you will find a supplement to the above referenced record
appealed to your office.

Sincerely,

William A. Shaw
Prothonotary

FILED
JUL 16 2008

 William A. Shaw
Prothonotary/Clerk of Courts

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

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

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

Greenwoods Hunting & Fishing Club, Inc.

VS.

Punxsutawney Hunting Club, Inc.

06-943-CD

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

The documents comprising the record have been numbered from No. 22 to 24, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is July 16, 2008.



William A. Shaw
Prothonotary/Clerk of Courts

(seal)

Date: 7/16/2008

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 02:14 PM

ROA Report

Page 1 of 2

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

Date		Judge
6/13/2006	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: Yeager, Michael P. (attorney for Greenwoods Hunting & Fishing Club, Inc.) Receipt number: 1914266 Dated: 06/13/2006 Amount: \$85.00 (Check) 2CC Atty.	No Judge
6/22/2006	Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge
	Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge
	Acceptance of Service, filed. I, John P. Schwartz, President of the Punxsutawney Hunting Club Inc. defendant in the above-captioned matter, signed by s/ John P. Schwartz. No CC.	No Judge
7/17/2006	Answer to Complaint, New Matter and Counterclaim, filed by s/ Robert M. Hanak Esq. No CC.	No Judge
8/2/2006	Reply To New Matter and Counterclaim, filed by s/ Michael P. Yeager, Esquire. No CC	No Judge
5/25/2007	Certificate of Readiness for Non-Jury Trial, filed by s/ Robert M. Hanak, Esquire. No CC	No Judge
7/27/2007	Order, this 27th day of July, 2007, it is Ordered that a Pre-Trial Conference shall be held on the 10th day of August, 2007, in Chambers at 11:30 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager Hanak	Fredric Joseph Ammerman
8/13/2007	Order, this 10th day of August, 2007, it is Ordered that a Civil Bench Trial shall be scheduled for Jan. 11, 2008 at 9:00 a.m., commencing again on Jan. 14, 2008, at 9:00 a.m. until 12 Noon if necessary, in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 1CC Attys: Hanak, Yeager	Fredric Joseph Ammerman
1/14/2008	Order, this 11th day of Jan., 2008, following the conclusion of taking testimony relative the boundary line dispute, it is Ordered that counsel for both parties have no more than 45 days from this date in which to submit appropriate briefs. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager, Hanak	Fredric Joseph Ammerman
3/5/2008	Order NOW, this 3rd day of March 2008, it is the Findings and ORDER of this Court as Follows: In Re: Plaintiff's objection, Mr. Seese's survey and North/South boundary line, and The Plaintiff has met its burden of proof in showing of the property in dispute. Accordingly, it is the ORDER of this Court that title is confirmed in Greenwoods Hunting & Fishing Club Inc., of the 66.50 acres of property shown on the attached survey dated May 2006, Defendant Punxsutawney Hunting Club Inc., is ejected from the property. Opinion to be filed in the event of an appeal. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Yeager and Hanak.	Fredric Joseph Ammerman
3/17/2008	Post-Trial Motions, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman
3/19/2008	Order, this 19th day of March, 2008, the Court being in receipt of and having reviewed the Defendant's Post-Trial Motions, it is ORDERED that the Motions are dismissed. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 2CC Attys: Yeager, Hanak	Fredric Joseph Ammerman

Date: 7/16/2008

Time: 02:14 PM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-00943-CD

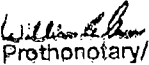
Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

User: BHUDSON
I hereby certify this to be a true
and attested copy of the original
statement filed in this case,

JUL 16 2008

Civil Other-COUNT

Date		Attest. Judge	 Prothonotary/ Clerk of Courts
4/15/2008	Filing: Appeal to High Court Paid by: Hanak, Robert M. (attorney for Punxsutawney Hunting Club, Inc.) Receipt number: 1923603 Dated: 4/15/2008 Amount: \$50.00 (Check) Defendant Punxsutawney Hunting Club, Inc., hereby appeals to the Superior Court of Pennsylvania. filed by s/ Robert M. Hanak, Esquire. 1CC & Check for \$60.00 to Superior Court.	Fredric Joseph Ammerman	
4/16/2008	Order, this 15th day of April, 2008, this Court having been notified of Appeal to the Superior Court, it is Ordered that Punxsutawney Hunting Club, Inc., Appellant, file a concise statement of the matters complained of on said Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Hanak, Yeager	Fredric Joseph Ammerman	
4/21/2008	Appeal Docket Sheet, filed. 673 WDA 2008 No CC	Fredric Joseph Ammerman	
4/23/2008	Defendant's Statement of Matters Complained of on Appeal, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman	
5/9/2008	Filing: Judgment Paid by: Hanak, Guido and Taladay Receipt number: 1923985 Dated: 5/9/2008 Amount: \$20.00 (Check) Judgment entered in favor of Plaintiff, Greenwoods Hunting & Fishing Club, Inc. and against the Defendant, Punxsutawney Hunting Club, Inc. on the decision and Order of the Court filed March 5, 2008, following trial without jury, post-trial motions having been denied by Court Order filed March 19, 2008. Notice mailed to Attorney Michael Yeager	Fredric Joseph Ammerman	
5/16/2008	Transcript of Proceedings, filed. Civil Bench Trial held before the Honorable Fredric J. Ammerman, P.J. on Friday, January 11, 2008	Fredric Joseph Ammerman	
5/27/2008	Opinion, BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorneys Yeager and Hanak One CC D. Mikesell and Law Library June 27, 2008, Mailed Appeal to Superior Court. June 27, 2008, Letters, Re: Notification of mailing appeal mailed to Michael P. Yeager, Esq. and Robert M. Hanak, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c). Letter, Re: Appeal mailed to Superior Court June 27, 2008.	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman	
7/2/2008	Certificate of Contents, this 27th day of June, 2008, Proth of Clfd. Co. does hereby certify that attached is the original record of the case currently on Appeal. Record received by Pittsburgh Office of Superior Court on June 30, 2008.	Fredric Joseph Ammerman	
7/14/2008	Petition for Correction or Modification of the Record, filed by s/Robert M. Hanak, Esq. No CC Order, AND NOW, this 14th day of July, 2008, upon consideration of Petition for Correction or Modification of the Record, Petition is Granted. Defendant's Exhibits A and B are to be added to this record as exhibits for consideration on appeal. The Prothonotary is directed to certify Defendant's Exhibits A and B as part of the record and transmit these documents to the Superior Court for inclusion in the record on appeal. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Hanak	Fredric Joseph Ammerman Fredric Joseph Ammerman	
7/16/2008	July 16, 2008, Mailed Supplement to Appeal to Superior Court. July 16, 2008, Letters, Re: Notification of mailing supplement to appeal mailed to Michael P. Yeager, Esq. and Robert M. Hanak, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	Fredric Joseph Ammerman	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-943-CD
Greenwoods Hunting & Fishing Club, Inc.
VS.
Punxsutawney Hunting Club, Inc.

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
22	06/27/08	Letter, Re: Appeal mailed to Superior Court June 27, 2008	01
23	07/02/08	Certificate of Contents	01
24	07/14/08	Petition for Correction or Modification of the Record with Order filed July 14, 2008, granting petition and ordering exhibits be added to this record for consideration on appeal and be transmitted to Superior Court for inclusion on the record.	09
25	07/16/08	Letters, Re: Notification of mailing supplement to appeal mailed to Michael P. Yeager, Esq. and Robert M. Hanak, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**No. 06-943-CD
Greenwoods Hunting & Fishing Club, Inc.
VS.
Punxsutawney Hunting Club, Inc.**

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15	04/16/08	Order, Re: concise statement to be filed	01
16	04/21/08	Appeal Docket Sheet, 673 WDA 2008	03
17	04/23/08	Defendant's Statement of Matters Complained of on Appeal	07
18	05/09/08	Judgment	03
19	06/16/08	Transcript of Proceedings, Civil Bench Trial, January 11, 2008	Separate Cover
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		Appeal Mailed to Superior Court June 27, 2008	

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

Greenwoods Hunting & Fishing Club, Inc.

Vs.

Case No. 2006-00943-CD

Punxsutawney Hunting Club, Inc.

CERTIFICATE OF CONTENTS

NOW, this 16th day of July, 2008, the undersigned, Prothonotary or Deputy Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, the said Court of record, does hereby certify that attached is the original record of the case currently on Appeal.

An additional copy of this Certificate is enclosed with the original hereof and the Clerk or Prothonotary of the Superior Court is hereby directed to acknowledge receipt of the Appeal Record by executing such copy at the place indicated by forthwith returning the same to this Court.

By: William A. Shaw
William A. Shaw, Prothonotary

Record, Etc. Received:

Date: 7/17/08
L
(Signature & Title)

FILED
m18-5964
JUL 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Greenwoods Hunting & Fishing Club, Inc.

Vs.

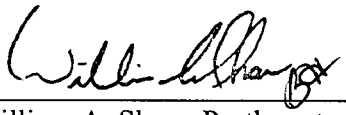
Case No. 2006-00943-CD

Punxsutawney Hunting Club, Inc.

CERTIFICATE OF CONTENTS

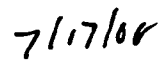
NOW, this 16th day of July, 2008, the undersigned, Prothonotary or Deputy Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, the said Court of record, does hereby certify that attached is the original record of the case currently on Appeal.

An additional copy of this Certificate is enclosed with the original hereof and the Clerk or Prothonotary of the Superior Court is hereby directed to acknowledge receipt of the Appeal Record by executing such copy at the place indicated by forthwith returning the same to this Court.

By: 
William A. Shaw, Prothonotary

Record, Etc. Received:

Date: 


(Signature & Title)

06-943-CD

GREENWOODS HUNTING & FISHING : IN THE SUPERIOR COURT OF
CLUB, INC., : PENNSYLVANIA

Appellee :

v. :

PUNXSUTAWNEY HUNTING CLUB, :
INC., :

Appellant :

No. 673 WDA 2008

5 **FILED**
MAY 11 2009
APR 01 2009
William A. Shaw
Prothonotary/Clerk of Courts
No CC

Appeal from the Judgment entered May 8, 2008,¹
in the Court of Common Pleas, Clearfield County,
Civil, No. 943-2006 C.D.

BEFORE: LALLY-GREEN, BOWES, JJ., and McEWEN, P.J.E

MEMORANDUM:

Filed: February 20, 2009

Appellant, Punxsutawney Hunting Club, Inc. (hereinafter "Punxsutawney"), appeals from the judgment that was entered, following a nonjury trial, in favor of appellee, Greenwoods Hunting & Fishing Club, Inc. (hereinafter "Greenwoods"), in an action to quiet title. We affirm.

This appeal arises out of a dispute between Greenwoods and Punxsutawney over approximately 66.50 acres of land in Clearfield County, Pennsylvania. The disputed area lies near the western boundary of a tract owned by Greenwoods and the eastern boundary of a tract owned by Punxsutawney.²

¹ We have amended the caption to reflect that this appeal lies from the entry of the judgment, not the order denying post trial motions.

² Greenwoods' tract was comprised of a single "warrant," numbered 5320, located in Goshen Township. Punxsutawney's tract was comprised of four

Greenwoods, beginning in 2000, began selecting and marking trees in the disputed area for harvesting. Punxsutawney, in March and May of 2001, sent Greenwoods notices of its claims that Greenwoods was encroaching upon its lands and that such encroachments constituted trespass. Greenwoods, on June 13, 2006, commenced an action to quiet title by filing a complaint against Punxsutawney. On July 17, 2006, Punxsutawney filed an answer and new matter, as well as a counterclaim seeking money damages for conversion of any timber taken from the disputed area.

The matter proceeded to a nonjury trial that was held on January 11, 2008. Both parties presented expert testimony in support of their claims as to the proper location of the boundary between their tracts.³ Moreover, counsel for Punxsutawney marked, as Exhibit A, a "blue skin" map entitled

"warrants," numbered 5299, 5300, 5301, and 5302, all of which were located in Lawrence Township. The Pennsylvania Game Commission owned a tract directly north of Greenwoods' tract and east of Punxsutawney's tract.

The evidence at trial reveals that all the documents in the chain of title with regard to Greenwoods' and Punxsutawney's tracts referred to warrant numbers but did not provide metes and bounds descriptions of the respective warrants. Copies of the warrants did indicate that each of the warrants were intended to be approximately 583 perches east to west and 320 perches north to south, and totaling approximately 1,100 acres: a perch being sixteen and one-half feet. N.T., January 11, 2008, p. 37; Plaintiff's Exhibit 5. Testimony further revealed that multiplication of 583 and 320 perches equaled 1166 acres, but that a 6% allowance was historically recognized. N.T., January 11, 2008, pp. 41-42.

³ Greenwoods, presented evidence that the southwestern corner of its tract was marked by an iron post. Punxsutawney presented evidence that the southeastern corner of its tract was marked by a stone pile located 507.18 feet to the east of the iron post.

"Lands of Punxsutawney Hunting Club, Inc." and sought to admit the map into evidence. Counsel for Greenwoods objected, and the trial judge reserved his ruling upon the admissibility of Exhibit A. Subsequently, in announcing his verdict, the trial judge (1) sustained Greenwoods' objection to Exhibit A, (2) declared that he assigned "considerable weight to the credible testimony" of Greenwoods expert witness, and (3) entered an order that confirmed Greenwoods' title over the disputed area. Order, March 3, 2008. This appeal followed.⁴

Punxsutawney, in the brief submitted in support of this appeal, presents the following questions for our consideration:

Whether the [trial] court erred in refusing to admit [Punxsutawney's] Exhibit A, the 1921 camp map, into evidence pursuant to the "ancient document rule" as set forth in the Pennsylvania Rules of Evidence 901(b)(8) for the purpose of establishing the historically recognized boundary line and to substantiate field markings?

Whether, given the expert evidence and supporting historical documents and circumstantial evidence, the [trial] court's findings and conclusions on the location of the appropriate boundary line are against the weight of the evidence and constitute an abuse of discretion?

Brief of Appellant, p. 5.

⁴ While Punxsutawney filed the notice of appeal in response to the order denying its motion for post trial relief as opposed to the entry of judgment, we will deem the notice of appeal to have been timely filed from the judgment that was subsequently entered on May 8, 2008. Pa.R.A.P. 905(a); ***Johnston the Florist, Inc. v. TEDCO Construction Corp.***, 657 A.2d 511 (Pa.Super. 1995).

Punxsutawney first contends that the trial court erred when it sustained Greenwoods' objection to the admission of Exhibit A, the map entitled "Lands of Punxsutawney Hunting Club, Inc.," into evidence. Specifically, Punxsutawney argues that the exhibit constituted an "ancient document" and was admissible in order to "establish the boundary lines that were historically recognized by past members of the Punxsutawney Hunting Club and the parties' predecessors, and to substantiate the existence of stone monument corner markers." **See:** Brief of Appellant, p. 20.

This Court reviews a ruling upon the exclusion of evidence for an abuse of discretion or error of law. ***Geise v. Nationwide Life and Annuity Co. of America***, 939 A.2d 409, 417 (Pa.Super. 2007) (citation omitted). Moreover, to constitute reversible error, an evidentiary ruling must have been harmful or prejudicial to the complaining party. ***Id.*** (citation omitted).

The Pennsylvania Supreme Court, in ***Hostetter v. Commonwealth***, 367 Pa. 603, 80 A.2d 719 (1951), summarized the scope of evidence admissible in a case seeking settlement of a boundary dispute as follows:

When a right or title is of ancient origin or where the transaction under investigation is so remote as to be incapable of direct proof by living witnesses or by the ordinary documentary evidence, the law, of necessity, relaxes the rules of evidence and requires less evidence to substantiate the fact on controversy. For example, ancient maps, records, surveys, ancient town plots, historical books which have been generally treated as authentic, reports made by disinterested parties apparently conversant with the facts and now dead, have been held admissible as furnishing evidence of remote transactions. Maps, surveys, monuments, pedigree and

even reputation evidence have been held to be admissible to establish boundaries. Moreover, boundaries may be established by circumstantial as well as by direct evidence.

Id., 367 Pa. at 606, 80 A.2d at 720 (citations omitted).

Authenticity is a threshold requirement to the admissibility of any document, and Pennsylvania Rule of Evidence 901 provides that "[t]he requirement of authentication or identification as a condition precedent to admissibility is satisfied by evidence sufficient to support a finding that the matter in question is what its proponent claims." Pa.R.E. 901(a). A party seeking to authenticate a document under the ancient document rule bears the burden of demonstrating that the document (1) "is in such condition as to create no suspicion concerning its authenticity," (2) "was in a place where it, if authentic, would likely be," and (3) "has been in existence 30 years or more at the time it is offered." Pa.R.E. 901(b)(8). ***See also: Lesnick v. Chartiers Natural Gas Co.***, 889 A.2d 1282, 1283 (Pa.Super. 2005).

In this case Exhibit A was a hand-drawn map, proffered by Punxsutawney, bearing the following caption:

LANDS OF PUNXSUTAWNEY HUNTING CLUB, INC.
LAWRENCE TWP., CLEARFIELD CO. PA
SCALE 1" = 600'
PROPERTY LINES CORRESPOND TO SURVEY MADE BY:
NED McCARTNEY, ENGINEER, MARCH 1921

In support of the claim of authenticity, John P. Schwartz testified that he had been a member of Punxsutawney since 1966, and that Exhibit A had been hanging on a wall in a dining area of the camp since he became a member.

N.T., January 11, 2008, pp. 87–89. Schwartz further testified that Exhibit A had been on the wall continuously for more than thirty years and, to his knowledge, had not been altered. *Id.*, pp. 89–90. The trial court, in ruling that Punxsutawney had not produced sufficient evidence to authenticate Exhibit A under the “ancient document rule,” concluded that Punxsutawney had offered Exhibit A as a survey, but that the exhibit was clearly not a survey and lacked a signature of a surveyor or a surveyor’s seal. **See:** Trial Court Order, March 3, 2008, ¶ 1; Trial Court Opinion, June 26, 2008, pp. 3.

We need not specifically address the trial court’s conclusions regarding the purpose of the offer, since, based upon our review of the record, any error that could have been ascribed to the ruling was harmless. The record reveals that Exhibit A was merely corroborative of the testimony provided by Punxsutawney’s expert witness, David James Thorp. Thorp testified that based upon his research, which included a review of Exhibit A, he had concluded that the proper location of the southeastern corner of Punxsutawney’s tract lay approximately 500 feet to the east of the iron pipe, and that he investigated the area 500 feet to the east of the iron pipe and discovered the stone pile which he believed marked the southeastern corner of Punxsutawney’s tract. **See:** N.T., January 11, 2008, pp. 109–110, 113. Thorp further testified that moving north from the stone pile, he discovered blaze marks indicating a property line, as well as a stone pile, set by the Pennsylvania Game Commission during a 1930 survey, which, he believed,

marked the northeastern corner of Punsutawney's tract, and the southwestern corner the Game Commission's tract. *Id.* at 110–113. The eastern boundary testified to by Thorp was entirely consistent with the boundary drawn in Exhibit A. N.T., January 11, 2008, p. 116. Consequently, since Exhibit A was merely illustrative of testimony already considered by the trial court, any error in refusing to admit Exhibit A as evidence was harmless.

Punxsutawney next contends that it was entitled to a new trial because the verdict was against the weight of the evidence. The standard governing review of a claim that a verdict was against the weight of the evidence is well settled:

Our standard of review in denying a motion for a new trial is to decide whether the trial court committed an error of law which controlled the outcome of the case or committed an abuse of discretion. A new trial will be granted on the grounds that the verdict is against the weight of the evidence where the verdict is so contrary to the evidence it shocks one's sense of justice. An appellant is not entitled to a new trial where the evidence is conflicting and the finder of fact could have decided either way.

Thomas Jefferson University v. Wapner, 903 A.2d 565, 576 (Pa.Super. 2006) (citation omitted).

Punxsutawney, in short, contends that the trial court abused its discretion in finding the opinion of Greenwoods' surveyor, Galen P. Seese, regarding the location of the boundary line to be more reliable and accurate than the evidence Punxsutawney had presented at trial. In particular,

Punxsutawney complains that Seese had accepted, without any further corroboration, that it was the iron post that marked the southeastern corner of Punxsutawney's tract, and not the stone pile located to the east of the iron post. Punxsutawney also argues that Seese's survey ignored stone piles and corner posts placed by Pennsylvania Game Commission, the owner of the tract directly to the north of Greenwoods tract and to the east of Punxsutawney's tract.

However, our review of the record reveals that the iron post, which Punxsutawney had previously acknowledged as the marker of its southeastern corner, as well as the northeastern marker set by Seese, all fell on the township line between Lawrence and Goshen townships. **See:** N.T., January 11, 2008, pp. 48-49. **See also: id.**, pp. 106-109 (indicating Punxsutawney's previous understanding that the iron post marked its southeastern corner). The township line, in turn, appeared to have been intended to serve as the boundary between the warrants involved in this case. **See:** Plaintiff's Exhibit 6 (a map indicating the boundaries of the warrant, as well as the township line). Thus, we detect no abuse of discretion in the determination of the trial court that Seese's opinion regarding the boundary was more reliable than the evidence presented by Punxsutawney, and that Punxsutawney was not entitled to a new trial based upon the claim that the verdict was against the weight of the evidence.

Judgment affirmed.

J. S70031/08

Judgment Entered:

Eleanor K. Valecko

Deputy Prothonotary

DATE: February 20, 2009

06-943-CD

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

1015 Grant Building
Pittsburgh, Pennsylvania
15219

**CERTIFICATE OF CONTENTS OF REMANDED RECORD
AND NOTICE OF REMAND
under**

PENNSYLVANIA RULES OF APPELLATE PROCEDURE 2571 AND 2572

THE UNDERSIGNED, Prothonotary (or Deputy Prothonotary) of the Superior Court of Pennsylvania, the said court of record, does hereby certify that annexed to the original hereof, is a true and correct copy of the entire record:
Original record, one transcript, one set of exhibits; Superior Court Memorandum Opinion

As remanded from said court in the following matter:

Greenwoods Hunting & Fishing Club v Punxsutawney

No. 673 WDA 2008

Court of Common Pleas, Civil Division, Clearfield County

at No. 943-2006 C.D.

In compliance with Pennsylvania Rules of Appellate Procedure 2571.

The date of which the record is remanded is: March 27, 2009

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

DEPUTY PROTHONOTARY

RECORD, ETC. RECEIVED:

DATE: April 1, 2009

William A. Shaw
(Signature & Title)

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

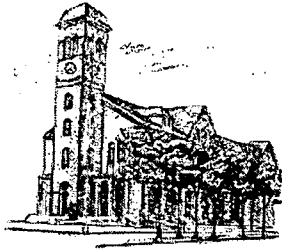
FILED
04/01/2009
APR 01 2009
William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR 01 2009

William A. Shaw
Prothonotary/Clerk of Courts

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2011
Clerkfield Co., Clerkfield, Pa.



Clearfield County Office of the Prothonotary and Clerk of Courts

COPY

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

Fredric J. Ammerman, P.J.
Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

Michael P. Yeager, Esq.
PO Box 752
110 North Second Street
Clearfield, PA 16830

Robert M. Hanak, Esq.
PO Box 487
DuBois, PA 15801

Greenwoods Hunting & Fishing Club, Inc.
Vs.
Punxsutawney Hunting Club, Inc.

Court No. 06-943-CD; Superior Court No. 673 WDA 2008

Dear Counsel:

Please be advised that a supplement to the above referenced record was forwarded to the Superior Court of Pennsylvania on July 16, 2008.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-943-CD
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VS.
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**No. 06-943-CD
Greenwoods Hunting & Fishing Club, Inc.
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		Appeal Mailed to Superior Court June 27, 2008	

Date: 7/16/2008

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 02:04 PM

ROA Report

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Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

Date		Judge
6/13/2006	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: Yeager, Michael P. (attorney for Greenwoods Hunting & Fishing Club, Inc.) Receipt number: 1914266 Dated: 06/13/2006 Amount: \$85.00 (Check) 2CC Atty.	No Judge
6/22/2006	Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge
	Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge
	Acceptance of Service, filed. I, John P. Schwartz, President of the Punxsutawney Hunting Club Inc. defendant in the above-captioned matter, signed by s/ John P. Schwartz. No CC.	No Judge
7/17/2006	Answer to Complaint, New Matter and Counterclaim, filed by s/ Robert M. Hanak Esq. No CC.	No Judge
8/2/2006	Reply To New Matter and Counterclaim, filed by s/ Michael P. Yeager, Esquire. No CC	No Judge
5/25/2007	Certificate of Readiness for Non-Jury Trial, filed by s/ Robert M. Hanak, Esquire. No CC	No Judge
7/27/2007	Order, this 27th day of July, 2007, it is Ordered that a Pre-Trial Conference shall be held on the 10th day of August, 2007, in Chambers at 11:30 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager Hanak	Fredric Joseph Ammerman
8/13/2007	Order, this 10th day of August, 2007, it is Ordered that a Civil Bench Trial shall be scheduled for Jan. 11, 2008 at 9:00 a.m., commencing again on Jan. 14, 2008, at 9:00 a.m. until 12 Noon if necessary, in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 1CC Attys: Hanak, Yeager	Fredric Joseph Ammerman
1/14/2008	Order, this 11th day of Jan., 2008, following the conclusion of taking testimony relative the boundary line dispute, it is Ordered that counsel for both parties have no more than 45 days from this date in which to submit appropriate briefs. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager, Hanak	Fredric Joseph Ammerman
3/5/2008	Order NOW, this 3rd day of March 2008, it is the Findings and ORDER of this Court as Follows: In Re: Plaintiff's objection, Mr. Seese's survey and North/South boundary line, and The Plaintiff has met its burden of proof in showing of the property in dispute. Accordingly, it is the ORDER of this Court that title is confirmed in Greenwoods Hunting & Fishing Club Inc., of the 66.50 acres of property shown on the attached survey dated May 2006, Defendant Punxsutawney Hunting Club Inc., is ejected from the property. Opinion to be filed in the event of an appeal. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Yeager and Hanak.	Fredric Joseph Ammerman
3/17/2008	Post-Trial Motions, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman
3/19/2008	Order, this 19th day of March, 2008, the Court being in receipt of and having reviewed the Defendant's Post-Trial Motions, it is ORDERED that the Motions are dismissed. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 2CC Attys: Yeager, Hanak	Fredric Joseph Ammerman

Date: 7/16/2008

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 02:04 PM

ROA Report

Page 2 of 2

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

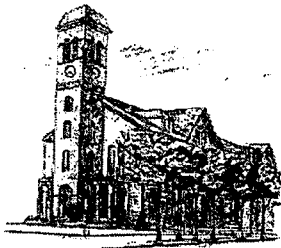
Civil Other-COUNT

Date	Judge
4/15/2008	Fredric Joseph Ammerman
Filing: Appeal to High Court Paid by: Hanak, Robert M. (attorney for Punxsutawney Hunting Club, Inc.) Receipt number: 1923603 Dated: 4/15/2008 Amount: \$50.00 (Check) Defendant Punxsutawney Hunting Club, Inc., hereby appeals to the Superior Court of Pennsylvania. filed by s/ Robert M. Hanak, Esquire. 1CC & Check for \$60.00 to Superior Court.	
4/16/2008	Fredric Joseph Ammerman
Order, this 15th day of April, 2008, this Court having been notified of Appeal Fredric Joseph Ammerman to the Superior Court, it is Ordered that Punxsutawney Hunting Club, Inc., Appellant, file a concise statement of the matters complained of on said Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Hanak, Yeager	
4/21/2008	Fredric Joseph Ammerman
Appeal Docket Sheet, filed. 673 WDA 2008 No CC	
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Transcript of Proceedings, filed. Civil Bench Trial held before the Honorable Fredric J. Ammerman, P.J. on Friday, January 11, 2008	
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Opinion, BY THE COURT: /s/ Fredric J. Ammerman, P.J. Three CC Attorneys Yeager and Hanak One CC D. Mikesell and Law Library	
	Fredric Joseph Ammerman
June 27, 2008, Mailed Appeal to Superior Court. June 27, 2008, Letters, Re: Notification of mailing appeal mailed to Michael P. Yeager, Esq. and Robert M. Hanak, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c). Letter, Re: Appeal mailed to Superior Court June 27, 2008.	
7/2/2008	Fredric Joseph Ammerman
Certificate of Contents, this 27th day of June, 2008, Proth of Clfd. Co. does hereby certify that attached is the original record of the case currently on Appeal. Record received by Pittsburgh Office of Superior Court on June 30, 2008.	
7/14/2008	Fredric Joseph Ammerman
Petition for Correction or Modification of the Record, filed by s/Robert M. Hanak, Esq. No CC	
	Fredric Joseph Ammerman
Order, AND NOW, this 14th day of July, 2008, upon consideration of Petition for Correction or Modification of the Record, Petition is Granted. Defendant's Exhibits A and B are to be added to this record as exhibits for consideration on appeal. The Prothonotary is directed to certify Defendant's Exhibits A and B as part of the record and transmit these documents to the Superior Court for inclusion in the record on appeal. BY THE COURT: /s/ Fredric J. Ammerman, P.J. One CC Attorney Hanak	
I hereby certify this to be a true and attested copy of the original statement filed in this case.	

JUL 16 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

June 27, 2008

COPY

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

RE: Greenwoods Hunting & Fishing Club, Inc.

vs

Punxsutawney Hunting Club, Inc.

No. 06-943-CD

Superior Court No. 673 WDA 2008

Dear Prothonotary:

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

Sincerely,

William A. Shaw
Prothonotary

8:48 A.M.

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 673 WDA 2008

Page 1 of 3

April 18, 2008



Greenwoods Hunting & Fishing Club, Inc.,

v

Punxsutawney Hunting Club, Inc., Appellant

06-943-CD

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: April 17, 2008

Awaiting Original Record

Journal Number:

Case Category: Civil

CaseType:

Equity

Consolidated Docket Nos.:

Related Docket Nos.:

SCHEDULED EVENT

Next Event Type: Receive Docketing Statement

Next Event Due Date: May 2, 2008

Next Event Type: Original Record Received

Next Event Due Date: June 16, 2008

FILED No cc
m/12/29/08
APR 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

110

Appeal Docket Sheet**Superior Court of Pennsylvania****Docket Number: 673 WDA 2008****Page 2 of 3****April 18, 2008****COUNSEL INFORMATION**

Appellant Punxsutawney Hunting Club, Inc.
Pro Se: Appoint Counsel Status:
IFP Status: No

Appellant Attorney Information:

Attorney: Hanak, Robert M.
Bar No.: 5911 **Law Firm:** Hanak, Guido & Taladay
Address: PO Box 487
 DuBois, PA 15801
Phone No.: (814)371-7768 **Fax No.:** (814)371-1974
Receive Mail: Yes
E-Mail Address:
Receive E-Mail: No

Appellee Greenwoods Hunting & Fishing Club, Inc.
Pro Se: Appoint Counsel Status:
IFP Status:

Appellee Attorney Information:

Attorney: Yeager, Michael P.
Bar No.: 15587 **Law Firm:**
Address: 110 N 2nd Street
 PO Box 752
 Clearfield, PA 16830-2253
Phone No.: (814)765-9611 **Fax No.:** (814)765-9503
Receive Mail: Yes
E-Mail Address: mpyesqo@atlanticbb.net
Receive E-Mail: No

FEE INFORMATION

Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
4/15/08	Notice of Appeal	60.00	60.00	2008SPRWD000401

TRIAL COURT/AGENCY INFORMATION**Court Below:** Clearfield County Court of Common Pleas**County:** Clearfield**Division:** Civil**Date of Order Appealed From:** March 5, 2008**Judicial District:** 46**Date Documents Received:** April 17, 2008**Date Notice of Appeal Filed:** April 15, 2008**Order Type:** Order Entered**OTN:**

Judge: Ammerman, Fredric J.
 President Judge

Lower Court Docket No.: 943-2006 C.D.**ORIGINAL RECORD CONTENTS**

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 673 WDA 2008

Page 3 of 3

April 18, 2008



Original Record Item

Filed Date

Content/Description

Date of Remand of Record:

BRIEFS

DOCKET ENTRIES

Filed Date	Docket Entry/Document Name	Party Type	Filed By
April 17, 2008	Notice of Appeal Filed	Appellant	Punxsutawney Hunting Club, Inc.
April 18, 2008	Docketing Statement Exited (Civil)		Valecko, Eleanor R.

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

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

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

Greenwoods Hunting & Fishing Club, Inc.

VS.

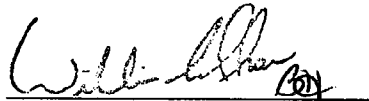
Punxsutawney Hunting Club, Inc.

06-943-CD

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

The documents comprising the record have been numbered from No. 1 to 21, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is June 27, 2008.



William A. Shaw
Prothonotary/Clerk of Courts

(seal)

ate: 6/27/2008

me: 01:54 PM

age 1 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

User: BHUDSON

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

ite		Judge
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	Filing: Civil Complaint Paid by: Yeager, Michael P. (attorney for Greenwoods Hunting & Fishing Club, Inc.) Receipt number: 1914266 Dated: 06/13/2006 Amount: \$85.00 (Check) 2CC Atty.	No Judge
22/2006	Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge
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2/2006	Reply To New Matter and Counterclaim, filed by s/ Michael P. Yeager, Esquire. No CC	No Judge
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27/2007	Order, this 27th day of July, 2007, it is Ordered that a Pre-Trial Conference shall be held on the 10th day of August, 2007, in Chambers at 11:30 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager Hanak	Fredric Joseph Ammerman
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14/2008	Order, this 11th day of Jan., 2008, following the conclusion of taking testimony relative the boundary line dispute, it is Ordered that counsel for both parties have no more than 45 days from this date in which to submit appropriate briefs. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager, Hanak	Fredric Joseph Ammerman
5/2008	Order NOW, this 3rd day of March 2008, it is the Findings and ORDER of this Court as Follows: In Re: Plaintiff's objection, Mr. Seese's survey and North/South boundary line, and The Plaintiff has met its burden of proof in showing of the property in dispute. Accordingly, it is the ORDER of this Court that title is confirmed in Greenwoods Hunting & Fishing Club Inc., of the 66.50 acres of property shown on the attached survey dated May 2006, Defendant Punxsutawney Hunting Club Inc., is ejected from the property. Opinion to be filed in the event of an appeal. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Yeager and Hanak.	Fredric Joseph Ammerman
17/2008	Post-Trial Motions, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman
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ite: 6/27/2008

Clearfield County Court of Common Pleas

User: BHUDSON

ne: 01:54 PM

ROA Report

ge 2 of 2

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

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21/2008	Appeal Docket Sheet, filed. 673 WDA 2008 No CC	Fredric Joseph Ammerman
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16/2008	Transcript of Proceedings, filed. Civil Bench Trial held before the Honorable Fredric J. Ammerman, P.J. on Friday, January 11, 2008	Fredric Joseph Ammerman
27/2008	Opinion, BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorneys Yeager and Hanak One CC D. Mikesell and Law Library June 27, 2008, Mailed Appeal to Superior Court. June 27, 2008, Letters, Re: Notification of mailing appeal mailed to Michael P. Yeager, Esq. and Robert M. Hanak, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).	Fredric Joseph Ammerman Fredric Joseph Ammerman

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

JUN 27 2008

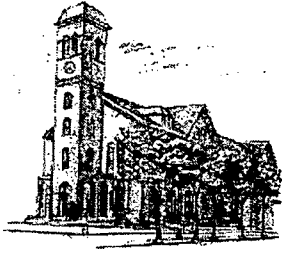
Attest.

William A. Brown
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-943-CD
Greenwoods Hunting & Fishing Club, Inc.
VS.
Punxsutawney Hunting Club, Inc.

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	06/13/06	Civil Complaint	30
02	06/22/06	Acceptance of Service	02
03	06/22/06	Acceptance of Service	02
04	06/22/06	Acceptance of Service	02
05	07/17/06	Answer to Complaint, New Matter and Counterclaim	10
06	08/02/06	Reply to New Matter and Counterclaim	07
07	05/25/07	Certificate of Readiness for Non-Jury Trial	01
08	07/27/07	Order, Re: Pre-Trial Conference scheduled	01
09	08/13/07	Order, Re: Civil Bench Trial scheduled	01
10	01/14/08	Order, Re: briefs to be submitted	01
11	03/05/08	Order, Re: Plaintiff has met its burden of proof in showing of the property in dispute	03
12	03/17/08	Post-Trial Motions	13
13	03/19/08	Order, Re: Defendant's Post-Trial Motions are dismissed	01
14	04/15/08	Appeal to High Court	04
15	04/16/08	Order, Re: concise statement to be filed	01
16	04/21/08	Appeal Docket Sheet, 673 WDA 2008	03
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20	06/27/08	Opinion	09
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Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

Fredric J. Ammerman, P.J.
Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

Michael P. Yeager, Esq.
PO Box 752
110 North Second Street
Clearfield, PA 16830

Robert M. Hanak, Esq.
PO Box 487
DuBois, PA 15801

Greenwoods Hunting & Fishing Club, Inc.
Vs.
Punxsutawney Hunting Club, Inc.

Court No. 06-943-CD; Superior Court No. 673 WDA 2008

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on June 27, 2008.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

FILED
COPY
JUN 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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Civil Other-COUNT

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Date: 6/27/2008

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 01:47 PM

ROA Report

Page 2 of 2

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

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

JUN 27 2008

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

Date: 7/16/2008

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 01:37 PM

ROA Report

Page 1 of 1

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting && Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

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Date: 5/19/2008

Time: 03:06 PM

Page 1 of 2

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

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8/2/2006	(6) Reply To New Matter and Counterclaim, filed by s/ Michael P. Yeager, Esquire. No CC	No Judge
5/25/2007	(7) Certificate of Readiness for Non-Jury Trial, filed by s/ Robert M. Hanak, Esquire. No CC	No Judge
7/27/2007	(8) Order, this 27th day of July, 2007, it is Ordered that a Pre-Trial Conference shall be held on the 10th day of August, 2007, in Chambers at 11:30 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager Hanak	Fredric Joseph Ammerman
8/13/2007	(9) Order, this 10th day of August, 2007, it is Ordered that a Civil Bench Trial shall be scheduled for Jan. 11, 2008 at 9:00 a.m., commencing again on Jan. 14, 2008, at 9:00 a.m. until 12 Noon if necessary, in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 1CC Attys: Hanak, Yeager	Fredric Joseph Ammerman
1/14/2008	(10) Order, this 11th day of Jan., 2008, following the conclusion of taking testimony relative the boundary line dispute, it is Ordered that counsel for both parties have no more than 45 days from this date in which to submit appropriate briefs. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager, Hanak	Fredric Joseph Ammerman
3/5/2008	(11) Order NOW, this 3rd day of March 2008, it is the Findings and ORDER of this Court as Follows: In Re: Plaintiff's objection, Mr. Seese's survey and North/South boundary line, and The Plaintiff has met is burden of proof in showing of the property in dispute. Accordingly, it is the ORDER of this Court that title is confirmed in Greenwoods Hunting & Fishing Club Inc., of the 66.50 acres of property shown on the attached survey dated May 2006, Defendant Punxsutawney Hunting Club Inc., is ejected from the property. Opinion to be filed in the event of an appeal. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Yeager and Hanak.	Fredric Joseph Ammerman
3/17/2008	(12) Post-Trial Motions, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman
3/19/2008	(13) Order, this 19th day of March, 2008, the Court being in receipt of and having reviewed the Defendant's Post-trial Motions, it is ORDERED that the Motions are dismissed. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 2CC Attys: Yeager, Hanak	Fredric Joseph Ammerman

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Clearfield County Court of Common Pleas

User: BHUDSON

ROA Report

Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

Date		Judge
6/13/2006	New Case Filed.	No Judge
	(1) Filing: Civil Complaint Paid by: Yeager, Michael P. (attorney for Greenwoods Hunting & Fishing Club, Inc.) Receipt number: 1914266 Dated: 06/13/2006 Amount: \$85.00 (Check) 2CC Atty.	No Judge
6/22/2006	Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge
	(3) Acceptance of Service, filed. I, Robert M. Hanak Esq., hereby accept service of the Complaint in the above captioned matter on behalf of the Defendant, Punxsutawney Hunting Club Inc., filed by s/ Robert M. Hanak Esq. No CC.	No Judge
	(4) Acceptance of Service, filed. I, John P. Schwartz, President of the Punxsutawney Hunting Club Inc. defendant in the above-captioned matter, signed by s/ John P. Schwartz. No CC.	No Judge
7/17/2006	(5) Answer to Complaint, New Matter and Counterclaim, filed by s/ Robert M. Hanak Esq. No CC.	No Judge
8/2/2006	(6) Reply To New Matter and Counterclaim, filed by s/ Michael P. Yeager, Esquire. No CC	No Judge
5/25/2007	(7) Certificate of Readiness for Non-Jury Trial, filed by s/ Robert M. Hanak, Esquire. No CC	No Judge
7/27/2007	(8) Order, this 27th day of July, 2007, it is Ordered that a Pre-Trial Conference shall be held on the 10th day of August, 2007, in Chambers at 11:30 a.m. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager Hanak	Fredric Joseph Ammerman
8/13/2007	(9) Order, this 10th day of August, 2007, it is Ordered that a Civil Bench Trial shall be scheduled for Jan. 11, 2008 at 9:00 a.m., commencing again on Jan. 14, 2008, at 9:00 a.m. until 12 Noon if necessary, in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 1CC Attys: Hanak, Yeager	Fredric Joseph Ammerman
1/14/2008	(10) Order, this 11th day of Jan., 2008, following the conclusion of taking testimony relative the boundary line dispute, it is Ordered that counsel for both parties have no more than 45 days from this date in which to submit appropriate briefs. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Yeager, Hanak	Fredric Joseph Ammerman
3/5/2008	(11) Order NOW, this 3rd day of March 2008, it is the Findings and ORDER of this Court as Follows: In Re: Plaintiff's objection, Mr. Seese's survey and North/South boundary line, and The Plaintiff has met is burden of proof in showing of the property in dispute. Accordingly, it is the ORDER of this Court that title is confirmed in Greenwoods Hunting & Fishing Club Inc., of the 66.50 acres of property shown on the attached survey dated May 2006, Defendant Punxsutawney Hunting Club Inc., is ejected from the property. Opinion to be filed in the event of an appeal. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Yeager and Hanak.	Fredric Joseph Ammerman
3/17/2008	(12) Post-Trial Motions, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman
3/19/2008	(13) Order, this 19th day of March, 2008, the Court being in receipt of and having reviewed the Defendant's Post-trial Motions, it is ORDERED that the Motions are dismissed. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 2CC Attys: Yeager, Hanak	Fredric Joseph Ammerman

2008

Clearfield County Court of Common Pleas

User: BHUDSON

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ROA Report

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Case: 2006-00943-CD

Current Judge: Fredric Joseph Ammerman

Greenwoods Hunting & Fishing Club, Inc. vs. Punxsutawney Hunting Club, Inc.

Civil Other-COUNT

Date		Judge
4/15/2008	Filing: Appeal to High Court Paid by: Hanak, Robert M. (attorney for Punxsutawney Hunting Club, Inc.) Receipt number: 1923603 Dated: 4/15/2008 Amount: \$50.00 (Check) Defendant Punxsutawney Hunting Club, Inc., hereby appeals to the Superior Court of Pennsylvania. filed by s/ Robert M. Hanak, Esquire. 1CC & Check for \$60.00 to Superior Court.	Fredric Joseph Ammerman
4/16/2008	Order, this 15th day of April, 2008, this Court having been notified of Appeal to the Superior Court, it is Ordered that Punxsutawney Hunting Club, Inc., Appellant, file a concise statement of the matters complained of on said Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Hanak, Yeager	Fredric Joseph Ammerman
4/21/2008	Appeal Docket Sheet, filed. No CC	Fredric Joseph Ammerman
4/23/2008	Defendant's Statement of Matters Complained of on Appeal, filed by s/ Robert M. Hanak, Esquire. No CC	Fredric Joseph Ammerman
5/9/2008	Filing: Judgment Paid by: Hanak, Guido and Taladay Receipt number: 1923985 Dated: 5/9/2008 Amount: \$20.00 (Check) Judgment entered in favor of Plaintiff, Greenwoods Hunting & Fishing Club, Inc. and against the Defendant, Punxsutawney Hunting Club, Inc. on the decision and Order of the Court filed March 5, 2008, following trial without jury, post-trial motions having been denied by Court Order filed March 19, 2008. Notice mailed to Attorney Michael Yeager	Fredric Joseph Ammerman