

DOCKET NO. 174

NUMBER TERM YEAR

800 May 1961

Mina Thurstin

VERSUS

William Geppert

Timothy Geppert

No. 800 Term May 19 61

MINA THURSTIN,

Plaintiff

vs.

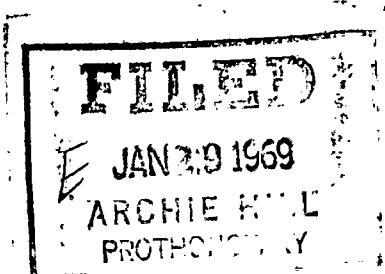
WILLIAM AND TIMOTHY GEPPERT,

Defendants

PRACEPIE
~~APPEARANCE~~

For Put the above entitled case

on the next trial list being issued.



MINA THURSTIN,

Plaintiff

VERSUS

WILLIAM AND TIMOTHY GEPPERT,

Defendants

No. 800 Term May 1961

To Archie Hill

Prothonotary.

Sir: Enter _____ appearance for _____

Put the above entitled case on the next trial list being issued.

in above case.

BELL, SILBERBLATT & SWOPE
By

F. Cortez Bell, Attorneys for Plaintiff
Attorney for *F. Cortez Bell*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Mina Thurstin : No. 800 May Term, 1961

vs

2

William Geppert and
Timothy Geppert : Summons

* * * * * (SHERIFF'S RETURN)

NOW, August 23, 1961 at 5:40 o'clock P.M. served the within Summons on William Geppert at place of residence, RD #3, Lawrence Township, Clearfield County, Pennsylvania by handing to Joe Geppert an adult member of the family being the son of William Geppert a true and attested copy of the original Summons and made known to him the contents thereof.

NOW, SAugust 23, 1961 at 5:40 o'clock P.M. served the within Summons on Timothy Geppert at RD #3, Lawrence Township, Clearfield, Clearfield County, Pennsylvania by handing to him personally a true and attested copy of the original Summons and made known to him the contents thereof.

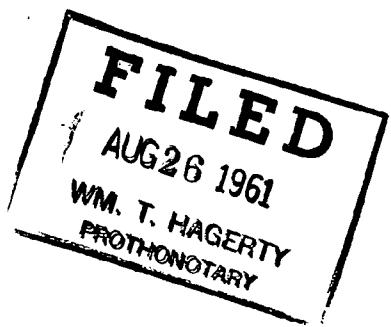
COSTS: Sheriff Ammerman \$8.50
(Paid by Attys B, S & S)

So answers,

CHARLES G. AMMERMAN
Sheriff

Sworn to before me this 24th
day of August A. D. 1961.

Wm T. Dugay
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MINA THURSTIN

:

VS.

:

WILLIAM GEPPERT and
TIMOTHY GEPPERT

:

No. 300 May Term, 1961

P R A E C I P E

TO: William T. Hagerty, Prothonotary

Sir:

Issue Summons in Trespass in the above entitled case.

BELL, SILBERBLATT & SWOOP
By



Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 801 May Term, 1961

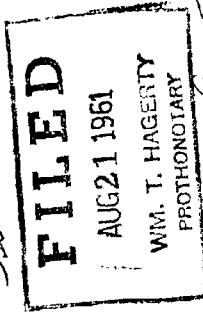
MINA THURSTIN

VS.

WILLIAM GEPPERT and
TIMOTHY GEPPERT

P R A E C I P E

bound 312.



4-50 D-17

MINA THURSTIN

Versus

William Geppert
Timothy Geppert

In the Court of Common Pleas
Clearfield County, Pennsylvania

No. **800 May** Term, 19 **61**

CERTIFICATE OF DISCONTINUANCE

Commonwealth of Pennsylvania
County of Clearfield

} SS

I, **Archie Hill**, Prothonotary of the Court of Common Pleas, in and for the County and Commonwealth aforesaid, do hereby certify that the above stated case was this day, the **21st** day of **April**, A. D. 19 **69** marked settled, and discontinued

Record costs in the sum of \$ **39.50** have been paid in full by

Dan P. Arnold, Attorney for Defendants

In Witness Whereof, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania, this **21st** day of **April**, A. D. 19 **69**

.....
Prothonotary

Mark Dug Sandy
settled in
Dine

I don't know
about
yesterday

depths today
as to bright moon

Miss Thrushin

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

VERSUS

Wm. Geppert
Timothy Geppert

No. 800 Term May 1961

To

Prothonotary.

Sir: Enter Mark appearance for above Case Second
and Discontinuing on payment of Costs.
The Court is further authorized
to make absolute the rule to show Cause
why non pros should not be entered.
~~in~~
~~above case.~~

Bill Schunkhoff - Atty

Attorney for Plaintiff

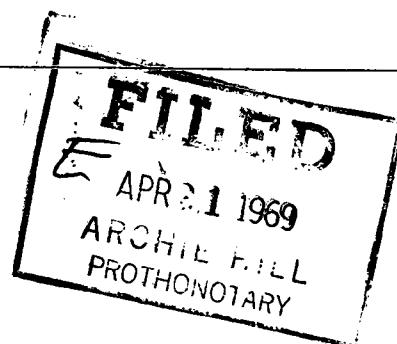
Dan R. Flundt
Atty for Def.

No. _____ Term _____ 19 _____

vs.

APPEARANCE

For _____



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MINA THURSTIN

vs.

: No. 800 May Term, 1961

WILLIAM GEPPERT and
TIMOTHY GEPPERT

ANSWER AND NEW MATTER OF WILLIAM GEPPERT

1. Not denied.

2. It is admitted that defendants are father and son, but the father, William Geppert, resides in Lawrence Township and the son, Timothy Geppert, resides in the Borough of Clearfield, Pennsylvania.

3. Not denied.

4. The facts set forth in paragraph 4 are unknown to the defendant, William Geppert, and if the same are relevant strict proof of same is required at trial.

5. The facts set forth in paragraph 5 are unknown to the defendant, William Geppert, and if the same are relevant strict proof of same is required at trial.

6. It is denied that in November and December of 1960, or at any other time, did the defendant, William Geppert ever enter on the premises and cut and remove any trees located thereon nor did he authorize anyone so to do, nor did he have any knowledge that such was being done.

7. The facts set forth in paragraph 7 are unknown to the defendant, William Geppert, and if the same are relevant strict proof of same is required at trial.

8. It is denied that the defendant, William Geppert, sold any timber removed from the premises set forth in plaintiff's

Complaint to Dean Schrecongost or that he received any sum from Dean Schrecongost or any other party for cherry veneer cut from the premises set forth in plaintiff's Complaint.

9. It is denied that the defendant, William Geppert brought any logs to his saw mill which were cut from the premises set forth in the Complaint. It is admitted, however, that he did purchase 7,586 board feet of saw timber from Timothy Geppert, which he later learned that Timothy Geppert had cut from the premises set forth in the Complaint.

10. Denied for the reasons set forth in paragraph 8.

11. Denied for the reason that the testimony in said discovery proceeding speaks for itself and is not quoted accurately in said paragraph.

12. Denied.

13. The facts set forth in paragraph 13 are unknown to the defendant, William Geppert, and if the same are relevant strict proof of same is required at trial.

14. Denied.

15. Denied.

16. Denied.

NEW MATTER

17. At no time prior to buying from the defendant, Timothy Geppert, the 7,586 feet of saw cherry did defendant William Geppert have any intimation, knowledge or belief that Timothy Geppert had cut said timber from the land set forth in the Complaint or that any of said timber was cut and removed without permission of the owner.

18. The first knowledge or notice that William Geppert had that the 7,586 feet of saw cherry purchased by him from

Timothy Geppert was claimed to be the property of the plaintiff herein and removed without her consent was when he was notified by plaintiff's attorney that she was making such claim, which notice was received some time in March of 1961.

WHEREFORE, defendant, William Geppert, asks that the suit be dismissed as to him.



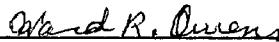
Attorney for defendant, William Geppert

COMMONWEALTH OF PENNSYLVANIA : : SS:
COUNTY OF CLEARFIELD : :

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

Sworn to and subscribed
before me this 16th day
of October 1962.

DAN P. ARNOLD
ATTORNEY AT LAW
CLEARFIELD, PA.



Ward R. Owens

JUSTICE OF THE PEACE
MY COMMISSION EXPIRES JAN. 3, 1966

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 800 May Term, 1961.

MINA THURSTIN

vs.

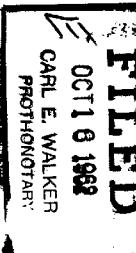
WILLIAM GEPPERT and
TIMOTHY GEPPERT

ANSWER AND NEW MATTER
OF WILLIAM GEPPERT

TO THE WITHIN PLAINTIFF:

You are hereby notified to
plead to the enclosed New
Matter within twenty (20) days
from service hereof.

Attn: Attorney for William Geppert



DAN P. ARNOLD
ATTORNEY AT LAW
CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MINA THURSTIN :
VS. : No. 800 May Term, 1961
: :
WILLIAM GEPPERT and :
TIMOTHY GEPPERT : :

COMPLAINT

The above named Plaintiff complains of the Defendants above named on a cause of action the nature and character of which is as follows:

1. The Plaintiff is unmarried and resides in the Borough of Barnesboro, County of Cambria, Pennsylvania.
2. That the Defendants are father and son and both reside in Lawrence Township, Clearfield County, Pennsylvania.
3. All parties are adults.
4. That Mina Thurstin is seventy-five years of age and is the owner of a tract of land located in Jordan Township, Clearfield County, Pennsylvania consisting of 57 acres, part of which vested in her by inheritance, the title having vested in George Thurstin by deed recorded in Clearfield County on the 23rd of May from Charles Thurstin and others. Title to said real estate was vested in Mina Thurstin together with all the rights of action for the cutting of trees or timber prior thereto. The said deed was recorded in Clearfield County in Deed Book 489 at page 228.
5. That said tract of land had no buildings remaining thereon, but there was growing for many years a tract of timber

comprised largely of veneer cherry.

6. That in November and December of 1960 the said Defendants, without the knowledge and consent of the owner, entered upon the premises in Jordan Township and cut and removed therefrom many of the trees located thereon.

7. That Timothy Geppert entered upon the premises and removed a total of 14,000 feet, all of which was veneer cherry.

8. That the said Defendants sold some of the timber removed to Dean Schrecongost of Rossiter, Pennsylvania approximately 10,300 board feet for which William Geppert received a check from Dean Schrecongost dated December 26, 1960 in the amount of \$1,000 and Timothy Geppert received a check dated the same day in the amount of \$2,000, Timothy Geppert having previously received a check dated December 8th in the amount of \$250, and on January 14, 1961 received a check in the amount of \$1,224.25 making a total of \$4,475.25 from the said Dean Schrecongost for the portion of the timber cut, removed and sold to him.

9. That, in addition thereto, the said William Geppert brought to his sawmill a total of six loads of logs totaling 7,586 feet.

10. Dean Schrecongost paid the Defendants on the basis of \$550 for 1,000 for the veneer cherry brought to him.

11. In a discovery proceeding, Timothy Geppert admitted that he had hauled 14,000 feet, which he had sold to a veneer company and his father admitted receiving a total of 7,586 feet making a total of 21,586 feet for which sum the Plaintiff asks that a recovery be had in her favor and against the Defendants on

the basis of \$550 per 1,000, a sum in excess of \$12,000.00.

12. As said timber was cut and removed without the consent of the owner and without any right so to do, Plaintiff herewith claims the right to recover treble damages for the amount removed or a sum in excess of \$36,000.00.

13. In addition thereto, the following timber was cut and allowed to remain in the woods: The tally of the trees remaining in the woods shows veneer cherry in the amount of 7,814 feet, oak in the amount of 8, 176 feet, ash 4,079 feet, poplar 2,749 feet, beech 990 feet, maple 533 feet, and hemlock in the amount of 469 feet, or a total of 24,810 board feet.

14. In addition thereto, there was destroyed in the cutting a total of 1759 board feet making an over-all total of trees cut but not removed from the property of 25,569 board feet of which approximately 8,000 feet was cherry veneer, 8,000 feet of oak, 4,000 feet of ash and 2,000 to 3,000 feet of poplar. Beech was a little less than 1,000 feet, maple was 500 feet, hemlock a little less than 500 feet, for which sum the Plaintiff asks that a recovery be had in her favor at the market price therefor, namely \$550 per 1,000 for the cherry veneer, the oak logs on the basis of \$25 to \$30 per 1,000 board feet, the ash logs on the basis of \$20 per 1,000 feet, and the remainder on the basis of \$15 per 1,000 board feet, making a total in excess of \$4,280 for the cherry veneer, in excess of \$240 for the ash logs, \$100 for the oak and the remainder on the basis of \$15 per thousand, or the sum of \$75.00.

15. On aforesaid logs, your petitioner respectfully requests that she be allowed double damages for the unlawful cutting of said logs.

16. All of said logs were cut and removed from said property without the consent of the owner and your Plaintiff respectfully requests that the jury award her damages therefor as set forth herein.

And she will ever pray,

Mina Thurstin

COMMONWEALTH OF PENNSYLVANIA : :
COUNTY OF CLEARFIELD : : Ss:

Mina Thurstin, being duly sworn according to law, deposes and says that the facts set forth in the within Complaint are true and correct to the best of her knowledge, information and belief.

Mina Thurstin

Sworn and subscribed to before
me this 2nd day of October, 1962.

John P. Antley

NOTARY PUBLIC
My Commission Expires January 15, 1963
Spangler Boro, Pa. Cambria County

Oct. 9, 1962 Service accepted.

Dan P. Arnold
Atty. for Defendants

Dan Arnold

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA.
No. 800 May Term, 1961

MINA THURSTIN

V.S.

WILLIAM GEPPERT AND
TIMOTHY GEPPERT

COMPLAINT

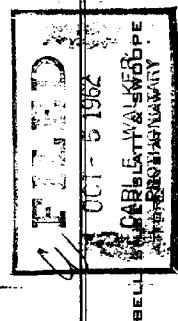
NOTICE TO PLEAD

TO THE WITHIN DEFENDANTS:

You are hereby notified to
Plead to the within Complaint
Within twenty (20) days
from receipt thereof.

BELL, SILBERBLATT & SWOOPER
BY

D. Arnold
F. Cortez Bell



CHARTERED PRINTING CO., CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MINA THURSTIN :
vs. : No. 800 May Term, 1961
WILLIAM GEPPERT and :
TIMOTHY GEPPERT :
:

ANSWER OF TIMOTHY GEPPERT

1. Not denied.
2. It is admitted that defendants are father and son, but the father, William Geppert, resides in Lawrence Township and the son, Timothy Geppert, resides in the Borough of Clearfield, Pennsylvania.
3. Not denied.
4. The facts set forth in paragraph 4 are unknown to the defendant, Timothy Geppert, and if the same are relevant strict proof of same is required at trial.
5. Denied and on the contrary it is averred that a very small portion of the timber on the premises described in the Complaint consisted of veneer cherry.
6. It is admitted that defendant, Timothy Geppert entered on the premises described in the Complaint and cut and removed some trees located thereon intending to pay plaintiff therefor.
7. It is admitted that Timothy Geppert cut and removed from the plaintiff's premises timber amounting to 12,889 board feet, of which 5,303 feet was veneer cherry and the balance of 7,586 feet was saw cherry.
8. It is admitted that Timothy Geppert sold a total of 5,303 feet of veneer cherry to Dean Schrecongost and received for said veneer a total of \$3,475.25.

9. It is denied that William Geppert brought any of said timber to his saw mill, but it is admitted that Timothy Geppert caused to be delivered to William Geppert six loads of cherry logs totalling 7,586 feet, all of which was saw timber and was not veneer.

10. It is denied that Dean Schrecongost paid the defendants \$550 per thousand for veneer cherry, but it is admitted that said sum was paid to Timothy Geppert.

11. Denied for the reason that the testimony in said discovery proceeding speaks for itself and it not quoted accurately in said paragraph. Additionally, plaintiff, if she is entitled to any sum, is only entitled to the going price for timber on the stump and not the ultimate sale price on which the going market price at the time of the cutting was \$65 per thousand for veneer cherry and \$10 to \$15 per thousand for saw cherry.

12. Paragraph 12 is denied as a conclusion of law.

13. Paragraph 13 is denied and on the contrary it is averred that Timothy Geppert cut approximately 40,000 board feet of timber on the premises in the Complaint. Of this 5,303 feet was veneer cherry and sold by Timothy Geppert as such. Additionally, 7,586 feet was saw cherry and was sold by Timothy Geppert to William Geppert. Timothy Geppert allowed to remain cut and in the woods approximately 27,111 feet of timber, none of which was veneer cherry, and all of which was later removed by the plaintiff and presumed to be sold by her and for which the defendant Timothy Geppert, consequently, cannot be held liable.

14. Paragraph 14 is denied for the reasons set forth in paragraph 13, and in addition it is specifically denied that the prices set forth in paragraph 14 are the going prices for timber as set forth therein, which said prices were, per thousand board feet, as follows:

Cherry veneer	\$65
Oak	\$12 to \$15
Ash	\$18 to \$20
The remainder	\$10 to \$12

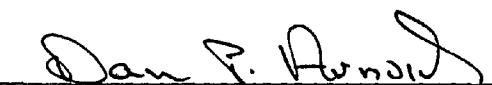
15. Denied as a conclusion of law.

16. Denied.

NEW MATTER

17. That all of the timber cut and removed by the defendant, Timothy Geppert, as set forth in the foregoing Answer was cut by him with full intention of paying the plaintiff herein for such timber, but the plaintiff herein and defendant, Timothy Geppert, had never been able to reach an agreed price for said timber.

18. That defendant, Timothy Geppert, is still willing to pay to the plaintiff herein a fair market price on the stump for all timber cut and removed by him at the prices set forth in his Answer, but it is specifically averred that plaintiff is not entitled to recover the sale price of any timber cut or removed, but only the fair price on the stump. As to any timber cut by Timothy Geppert and removed and sold by the plaintiff herein, he denies any liability for the same.



Attorney for defendant, Timothy Geppert

DAN P. ARNOLD
ATTORNEY AT LAW
CLEARFIELD, PA.

COMMONWEALTH OF PENNSYLVANIA : : SS:
COUNTY OF CLEARFIELD : :

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

Timothy J. Geppert

Sworn to and subscribed
before me this 15th day
of October 1962.

R P Neal
Justice of the Peace

MY COMMISSION EXPIRES
FIRST MONDAY JAN. 1968

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

NO. 800 May Term, 1961

MINA THURSTIN

vs.

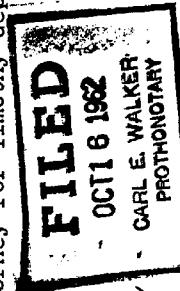
WILLIAM GEPPERT and
TIMOTHY GEPPERT

ANSWER AND NEW MATTER
OF TIMOTHY GEPPERT

TO THE WITHIN PLAINTIFF:

You are hereby notified to
plead to the enclosed New
matter within twenty (20) days
from service hereof.

Dan P. Arnold
Attorney for: Timothy Geppert



Nov Act 17, 1962 Service accepted by copy
Bell Helbitt *copy*
J. Edgall

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MINA THURSTIN :
VS. :
: No. 800 May Term, 1961
WILLIAM GEPPERT and :
TIMOTHY GEPPERT :
:

ANSWER TO NEW MATTER OF WILLIAM GEPPERT

NOW, comes the Plaintiff, Mina Thurstin, by her attorneys, Bell, Silberblatt & Swoope, and files this Answer to the New Matter of William Geppert, in the manner and form following:

(17). Paragraph seventeen (17) of the New Matter of William Geppert is denied and, on the contrary, it is averred that the Plaintiff has no knowledge of what was in the mind of either William Geppert or Timothy Geppert at the time the timber was unlawfully cut. The same is, therefore, denied and strict proof is required at the trial of this cause. It is admitted that William Geppert has testified that he did receive 7,586 feet of saw timber and 2,817 feet of veneer cherry and that he afterwards found that said timber had been cut from the land of the Plaintiff without her knowledge and consent.

(18). In answer to Paragraph eighteen (18) of the New Matter of William Geppert, the Plaintiff has no knowledge as to when William Geppert had notice that the 7,586 feet of saw timber received by him was the property of the Plaintiff. It is admitted that a notice was given him to that effect but, the paragraph is, therefore, denied and strict proof is required thereof at the trial of this cause.

BELL, SILBERBLATT & SWOOP
By



F. Cortez Bell,
Attorneys for Plaintiff

STATE OF PENNSYLVANIA :
SS:
COUNTY OF CLEARFIELD :

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

Mina Thurstin
Mina Thurstin

Sworn and subscribed to
before me this 3rd day November
of NOVEMBER, 1962.

Andrew Buga
Justice of the Peace
Bairdstow Pa

4/17/62
C.A. 1421
CC-44-13
NO. 81962

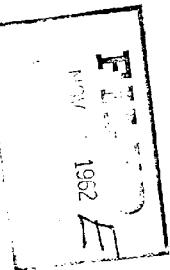
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 800 May Term, 1961

MINA THURSTIN

VS.

WILLIAM GEPPERT and
TIMOTHY GEPPERT

ANSWER TO NEW MATTER
OF WILLIAM GEPPERT



BELL, SILBERBLATT & SWOOPPE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MINA THURSTIN

VS.

WILLIAM GEPPERT and
TIMOTHY GEPPERT

No. 800 May Term, 1961

ANSWER TO NEW MATTER OF TIMOTHY GEPPERT

NOW, comes the Plaintiff, Mina Thurstin, by her attorneys, Bell, Silberblatt & Swoope, and files this Answer to the New Matter of Timothy Geppert, in the manner and form following:

(17). In answer to Paragraph seventeen (17) of the New Matter of Timothy Geppert, the Plaintiff has no knowledge as to what the intention was of Timothy Geppert, and the same is, therefore, denied and strict proof required at the trial of this cause. It is admitted that they had never been able to reach an agreement as to what was a fair settlement.

(18). Paragraph eighteen (18) of the New Matter of Timothy Geppert is denied as pled. On the contrary, it is averred that Timothy Geppert has never offered to pay to the Plaintiff any sum whatsoever, whether it be fair market price on the stump or fair market price of timber cut and removed and, under the Laws of Pennsylvania, any person that unlawfully cuts and removes timber is liable for triple damages, and any person that unlawfully cuts timber but which is not removed is liable for double damages, and the same is, therefore, denied and strict proof thereof is required at the trial of this cause.

BELL, SILBERBLATT & SWOOP
By



F. Cortez Bell,
Attorneys for Plaintiff

STATE OF PENNSYLVANIA :
SS:
COUNTY OF CLEARFIELD :

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

Mina Thurstin
Mina Thurstin

Sworn and subscribed to
before me this 3rd day
of NOVEMBER, 1962.

Andrew Boga
Justice of the Peace
Commonwealth of Pennsylvania

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 800 May Term, 1961

MINA THURSTIN

• 54

WILLIAM GEPPERT and
THOMAS GEPPERT

ANSWER TO NEW MATTER
OF TIMOTHY GEPPERT

BELL, SILBERBLATT & SWOOP
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

COMMERCIAL PRINTING CO., CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

MINA THURSTIN

vs.

No. 800 MAY TERM, 1961

WILLIAM GEPPERT and
TIMOTHY GEPPERT

PETITION FOR NON PROS

TO THE HONORABLE JOHN A. CHERRY, PRESIDENT JUDGE OF SAID COURT:

The petition of Timothy Geppert, defendant above named,
respectfully represents:

1. That in the latter part of 1960, your petitioner was engaged in the timber business, as was the other defendant, your petitioner's father, William Geppert, and at that time cut various timber from the lands of Mina Thurstin, plaintiff in the above captioned matter.
2. That the timber cut by your petitioner was cut as the result of various conversations he had on several different occasions with the plaintiff, Mina Thurstin, respecting both the price and the type and quantities of timber to be cut.
3. That no written agreement pertaining to the cutting of the timber purportedly belonging to the plaintiff herein was ever entered into.
4. That in October 1962, the plaintiff herein, through her attorneys, filed a Complaint against your petitioner and his father, William Geppert, to whom your petitioner sold some of the aforesaid timber, averring that the cutting of said timber was unlawful and fraudulent and claiming treble damages for a portion and double damages for a portion.

5. That your petitioner engaged the services of Dan P. Arnold as attorney to represent him in the matter, as well as his father, William Geppert, the other defendant, and an Answer and New Matter was promptly filed, to which New Matter the plaintiff filed an Answer in November 1962 at which time the above captioned case was at issue.

6. That the plaintiff herein has taken no action whatsoever to prosecute her action against the petitioner or his father since the case was at issue in November of 1962, or more than six and one-half years.

7. Your petitioner is no longer in the lumber business but is on the police force of the District of Columbia and no longer resides in the Commonwealth of Pennsylvania. Your petitioner's father, the other defendant, is likewise out of the lumber business and neither your petitioner nor his father have any records of the events transpiring in 1960 and 1961.

8. The plaintiff herein removed from the premises and sold various timber cut by your petitioner, the exact amount of which or the price for which the same was sold being unknown to your petitioner.

9. Your Petitioner's counsel was advised by counsel for the plaintiff that she is incompetent and is in a mental institution and will be unavailable as a witness at the trial and your petitioner and his father, the other defendant, will consequently be faced with the rules of evidence regarding conversations both of them had with the incompetent plaintiff, both prior to the cutting of the timber and subsequent to the cutting of the timber. Your petitioner avers, after consultation with his attorney, that it will be impossible to present an adequate defense to the present suit without the testimony of himself and his father regarding conversations had with the plaintiff.

DAN P. ARNOLD
ATTORNEY AT LAW
CLEARFIELD, PA.

10. That the plaintiff herein had no reason or cause or justification for delaying the trial of this action for more than six and one-half years and consequently should not be permitted at this time to proceed with the action now that she is incompetent and unavailable as a witness.

11. That insofar as your petitioner knows, counsel for plaintiff is in no way responsible or liable for the extraordinary delay in having this matter placed on the trial list and your petitioner feels that the sole responsibility for this is the lack of any decisiveness or real intent upon the part of the plaintiff to pursue the action as filed. Your petitioner further avers that he feels and has been led to believe that the plaintiff, as an individual, had some time ago abandoned said suit.

WHEREFORE, your petitioner respectfully requests the Court to non pros the above captioned matter for failure to prosecute the same within a reasonable time.

And he will ever pray.



Dan P. Arnold
Attorney for Petitioner

STATE OF MARYLAND : SS:
COUNTY OF PRINCE GEORGE :

TIMOTHY GEPPERT, being duly sworn according to law,
deposes and says that the facts set forth in the foregoing Petition are true and
correct to the best of his knowledge, information and belief.

Timothy Geppert
Timothy Geppert

Sworn to and subscribed before me
this 10 day of April, 1969.

Robert M. Depner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

MINA THURSTIN

vs.

No. 800 MAY TERM, 1961

WILLIAM GEPPERT and
TIMOTHY GEPPERT

O R D E R

NOW, this 11th day of April, 1969, rule to show cause why
a non pros should not be issued is granted.

Rule returnable next Argument Court.

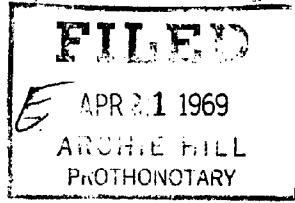
BY THE COURT,

John A. Cherry
President Judge

Now, April 21, 1969, the parties
having so agreed through their
respective counsel, above
rule is hereby made absolute,
and non pros directed to be
entered.

By The Court,
John A. Cherry
President Judge

DAN P. ARNOLD
ATTORNEY AT LAW
CLEARFIELD, PA.



IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
No. 800 May Term 1961

MINA THURSTIN

vs.

WILLIAM GEPPERT and
TIMOTHY GEPPER

PETITION

DAN P. ARNDOLD
ATTORNEY AT LAW
CLEARFIELD, PA.

RECEIVED
MAY 11 1961
CLEARFIELD COUNTY
COMMON PLEAS
PA.