IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

KETA GAS & OIL COMPANY, Plaintiff	:	NO. 50 – 00,571
	:	CIVIL ACTION - LAW
vs.	:	
	:	
THOMAS E. PROCTOR, JAMES H. PROCTOR, THOMAS E. PROCTOR, JR., ANNE PROCTOR RICE, EMILY PROCTOR MANDELL, LYDIA W. THACHER, AUGUSTA PROCTOR, ELLEN O. PROCTOR, SARAH JOSLIN, ABEL H. PROCTOR and MASSACHUSETTS GENERAL HOSPITAL, heirs, legatees and devisees under the will of Thomas E. Proctor, and all persons claiming under or through any of the above, and BRINKER HUNTING CLUB, Defendants	:	
	:	
ANADARKO E&P ONSHORE LLC, Intervenor	:	Petition to Open March 14,1951 Default Judgment

OPINION AND ORDER

Before the court is the Petition to Open March 14, 1951 Default Judgment filed by Margaret O.F. Proctor Trust, as heirs of Thomas E. Proctor (hereinafter "Petitioners"), on June 11, 2015. After argument on July 21, 2015, the court denied Petitioners' Petition to Strike the judgment but directed, by Order dated August 14, 2015, a hearing on the Petition to Open, "to receive evidence in support of Petitioners' contention that Plaintiff's affidavit made in 1951 (in support of the request to serve notice by publication) was false". That hearing was held September 24, 2015. Counsel requested and were granted the opportunity to file post-hearing briefs. Those briefs have all been received and the matter is now ripe for decision.

Plaintiff commenced the instant action on January 15, 1951, by the filing of a Complaint – Action to Quiet Title, seeking to quiet title to certain subsurface

rights in portions of the James Strawbridge Warrants 5665 and 5667, which subsurface rights had been reserved by Thomas E. Proctor in a deed to Elk Tanning Company in 1894.[1] The Complaint was accompanied by an Affidavit averring that the whereabouts and identity of some of the defendants was unknown. Based on that Affidavit, the court entered an Order and Decree on January 15, 1951, that notice of the institution of the action and filing of the complaint be given to the individual defendants by advertisement in a newspaper of general circulation and in the Lycoming Reporter once a week for four successive weeks.[2] Such advertisement was accomplished and, none of the defendants having filed an Answer or other response, Plaintiff moved for entry of judgment on March 13, 1951. A default Judgment was entered by the court on March 14, 1951.

In their Petition to Open, Petitioners contend that they did not receive notice of the 1951 action and that the service by publication was invalid because the claim in the affidavit filed by Plaintiff, that the individual defendants' whereabouts were unknown despite a diligent investigation, was false. Petitioners also assert that a fraud was perpetrated upon the Proctor heirs in order to prevent them from learning of and defending the action, and while the issue has been extensively briefed, proof of fraud is not necessary, as will be explained, infra.

If the court finds that service by publication was invalid, the court will be required to open the judgment without inquiring into the timeliness of the instant petition, the reasons for the delay or the meritoriousness of the defense. *See* Deer

[1] Plaintiff contended that the subsurface rights were lost by Defendants in a tax sale in 1908 and that such rights passed in that sale to its predecessor in title.
[2] Personal service was made on Massachusetts General Hospital and Brinker Hunting Club.

Park Lumber, Inc. v. Major, 559 A.2d 941 (Pa. Super. 1989), and Colavecchi v. Knarr, 457 A.2d 111 (Pa. Super. 1983). Therefore, the court will first address the validity of the service.

Accompanying the Complaint filed January 15, 1951 was the following affidavit, executed November 3, 1950:

> Before me, a Notary Public in and for said County and State, personally appeared A. Burch Velsor who, having been duly sworn according to law, deposes and says that he is Chairman of the Board of Keta Gas and Oil Company, a Pennsylvania corporation, and as such is authorized to make this affidavit, and that the said Keta Gas and Oil Company, Plaintiff in the above-captioned action, through its authorized agent and representative, has made a diligent investigation but has been unable to determine the whereabouts of Thomas E. Proctor, defendant, James H. Proctor, Thomas E. Proctor, Jr., Anne Proctor Rice, Emily Proctor Mandell, Lydia W. Thacher, Augusta Proctor, Ellen O. Proctor, Sarah Joslin and Abel H. Proctor, heirs, legatees and devisees under the Will of Thomas E. Proctor, defendants, and that after a diligent investigation has been unable to determine the identity and whereabouts of the heirs, assigns or any other persons claiming under or through any of the above, and therefore requests the Court of Common Pleas of Lycoming County, Pennsylvania, to make an order authorizing service of the within complaint by publication on all of such persons.

Petitioners assert that Mr. Velsor could have readily located the heirs of Thomas E. Proctor with minimal investigation, and thus that the assertion that they could not be found despite a diligent investigation, was false.

Where actual notice was not given, and service by publication is challenged through a petition to open judgment, the court may consider the circumstances surrounding the swearing of the affidavit in support of the request to serve notice by publication. *See* Sisson v. Stanley, 109 A.3d 265, 270 (Pa. Super. 2013, where the Court stated:

> Due process of law requires an adequate investigation for interested parties. Courts have repeatedly expressed the importance of proper service of process. "Service of process by publication is an extraordinary measure and great pains should be taken to ensure that the defendant will receive actual notice of the action against him." Fusco v. Hill Fin. Sav. Ass'n, 453 Pa. Super. 216, 683 A.2d 677, 680 (Pa. Super. 1996). "Due process, reduced to its most elemental component, requires notice." PNC Bank, N.A. v. Unknown Heirs, 2007 PA Super 212, 929 A.2d 219, 230 (Pa. Super. 2007).

After examining the circumstances there, the Superior Court agreed with the trial court's conclusion that counsel's investigation was insufficient to allow service by publication, given "the seeming ease with which counsel could and should have located interested parties". Id. at 273. To come to a contrary conclusion, the Court reasoned, "would have Appellees forfeit their property rights as a penalty for Appellants' failure to exercise due diligence in their search for interested parties." Id.

Thus, the lynchpin of a challenge to service by publication is the diligence of the search; a statement that the search was diligent will necessarily be false when the court concludes that the search was *not* diligent, but the falsity of the statement in and of itself is not the point. To prove fraud is not required. All that is required is to show that the search was not what it should have been, under all the circumstances, and that if what should have been done *had* been done, the interested parties would have been located.

Examination of the circumstances in the instant case reveals that, as stated in his affidavit, at the time of the initiation of the action to quiet title, A. Burch Velsor was the Chairman of the Board of Directors of Plaintiff corporation, Keta Gas and Oil Company ("Keta"). Keta had previously engaged the firm of Furst, McCormick, Muir & Lynn to search the titles of all of the properties owned by

Keta. See Petitioners' Exhibit 12.[3] C.G. Rice, representing the Proctor heirs, had also engaged that firm, to investigate the heirs' title to gas and oil rights in Pennsylvania. See Petitioners' Exhibits 1, 2 and 12. Clay McCormick, of that firm, representing both Keta and the Proctor heirs, acted as an intermediary between the two with respect to certain properties in which it appears both sides claimed an interest. Of particular significance are the following two letters sent by Mr. McCormick to Mr. Rice:

May 4, 1950

AIR MAIL.

Mr. N.W. Rice,
75 Federal Street, Room 2001,
Boston, Massachusetts.

Dear Mr. Rice:

We have deposited in our Trustee Account for your account the check for $10,000.00 which you delivered to me on Tuesday afternoon. It is my understanding that from this amount, we are to pay Keta Realty Company one-fourth of the cost of redemption of the Warrants advertised for sale by the County Commissioners and in which the Proctor heirs appear to have a one-fourth interest in the Mineral Rights. I believe this amount is $1,557.01. For your information, I am enclosing a list of the Warrants redeemed in which you have a one-fourth interest and the total redemption costs on each.

After I left you on Tuesday afternoon, I told Mr. Zinn and Mr. Minter that we had, in our hands, a sum sufficient to cover your share of the redemption costs and that we are prepared to pay it over as soon as Keta was satisfied as to your title and a deed could be prepared and executed. We expect to be able to deliver to Keta, within the next few days, a final opinion as to your title. In that opinion, we will have to say that it is conditional upon Calvin H. M'Cauley, having been agent for the Central Pennsylvania Lumber Company, when he purchased at the Treasurer's Sale. You will recall that I mentioned this problem to you on the way to Bradford. At the meeting with Fox on Tuesday, you asked

[3] Some, if not all, of the exhibits introduced by Petitioners at the hearing on September 24, 2015 were objected to by Respondents. The court deferred ruling on the objections. Those objections are overruled with respect to the exhibits relied upon herein, as will be discussed *infra*.

me several times whether or not your title was not as good as Keta's. After some squirming on my part, I finally told you that it was. My hesitation was due to this problem which I do not think is a serious problem, but I understand that Mr. Zinn is going to investigate further. The point is that if M'Cauley actually purchased on his own behalf at the Treasurer's Sale and then conveyed to C.P.L., it would wipe out the Proctor interest. We have no reason to believe that he acted on his own from what we know at the present time.

For the record, I am writing to Mr. Zinn to tell him that we have in our hands the money to redeem when Keta is satisfied that your interest is good.

We have gone into the question of the best method of taking title to the Proctor one-fourth interest. It is our opinion that the cleanest way to do it is to put the title into either a Bank or a group of perhaps three individuals. The Bank or the individuals will then deliver a declaration of trust to each of the interested parties and the trustee's powers can be limited in any way that you see fit. We have followed this practice using the West Branch Bank and Trust Company in Williamsport in a similar situation where the beneficial interest were held in trusts.

We will keep you advised of any developments.

Very truly yours,

FURST, McCORMICK, MUIR & LYNN

By s/Clay McCormick

Petitioners' Exhibit 3.

Nov. 2, 1950

Mr. N.W. Rice
N.W. Rice Company,
75 Federal Street, Room 2001
Boston, Massachusetts.

Dear Mr. Rice:

We have a letter from Mr. Roland H. Zinn, Vice President of Keta Gas & Oil Company, in which he says that the matter of the interest of the Proctor Heirs in gas and oil rights in various properties which they claim was discussed at length at a meeting of their Board of Directors on Tuesday, October 24. At

that time Mr. Zinn was instructed to tell you that we are proceeding with the search of title of all the properties owned by Keta. He asked me to find out whether the Proctor Heirs would be willing to assume the payment of one-fourth of the costs involved in the searching of titles, one-fourth of the redemption price of properties purchased from the County Commissioners, and one-fourth of any other expenses incident thereto in all properties in which, in our opinion, the Proctor Heirs have a one-fourth interest. Will you be good enough to let me know your attitude in this matter?

Mr. Zinn adds that this arrangement would leave it to a later date to determine what type of arrangement Keta might make with the Proctor Heirs as to the development of the properties in which they have an interest.

Of the properties in which there is an indication that Thomas Proctor had a one-fourth interest; we have completed the search of only eight. Of these, as we reported to you in our letter of June 16, 1950, the Proctor Heirs appear to have title to an undivided one-fourth of the gas and oil in the Peter Miller and Josiah Harmer Warrants in Cascade Township. In the Joseph Thomas, Sampson Levy, George Tudor, and Jonathan Mifflin Warrants in Cascade Township it is our opinion that you have title to an undivided one-fourth of the gas and oil if McCauley and Jones were acting as agents for Central Pennsylvania Lumber Company when they purchased at Treasurer's Sale. As to the George Tudor and Jonathan Mifflin Warrants there is the additional question raised by the sale by C.P.L. to C.W. Sones as more fully discussed in our June 16th letter. However, we expressed the opinion that the conveyance to Sones did not destroy the Proctor interest.

In the Tench Francis and Thomas Afflick Warrants, which are the other two warrants searched, it is our opinion that the Proctor Heirs have no interest.

Some months ago you left us with $10,000 to cover your share of the cost of redeeming the properties purchased by Keta from the County Commissioners in which we assured you that any interest you might have would be protected. This sum is far in excess of the amount required for this purpose, and we are, therefore, returning $8,000. Our check in that amount is enclosed.

Very truly yours,

FURST, McCORMICK, MUIR & LYNN

By s/Clay McCormick

Petitioners' Exhibit 12. From these letters the court can conclude *at the very least* that Keta was aware that their lawyer was representing and communicating with at least one Proctor heir and therefore would know who he was and how to contact him. The Board of Directors actually asked their lawyer to find out whether the Proctor heirs would be willing to enter a business relationship with Keta, with respect to properties in which both sides claimed an interest. For Keta's Chairman to then state in an Affidavit only days later that he had conducted a diligent investigation but could not locate any heirs is simply not credible. A single inquiry, directed to the company's own lawyer, would have done the trick.[4] The court readily concludes that Mr. Velsor's investigation was *not* diligent, and it was clearly insufficient to allow service by publication. The service in this matter was, therefore, invalid, and the default judgment must be opened.

As for the admissibility of Petitioners' Exhibits 1, 2, 3 and 12,[5] Respondents initially objected to the authenticity of Exhibit 12.[6] Petitioners were therefore required to produce evidence that the document (1) is in a condition that creates no suspicion about its authenticity, (2) was in a place where, if authentic, it would likely be, and (3) is at least thirty years old. Pa.R.E. 901(b)(8). Exhibit 12 is a letter dated November 2, 1950, from Clay McCormick to N.W. Rice, and Respondents objected only on the basis of the second prong of the test. Petitioners produced the testimony of Ann Hochberg, who is a partner in the firm

[4] This assumes, giving Keta's executives the benefit of the doubt, that they did not actually know who it was with whom Mr. McCormick had been communicating.

[5] As the court is not relying on any other of the exhibits, only those enumerated will be discussed.

[6] At the hearing, Respondents agreed that Exhibits 1, 2 and 3 qualified as ancient documents. In its brief, Anadarko appears to agree that Exhibit 12 also qualifies, but Southwestern appears to argue that it does not. (IDC does not address evidentiary rulings.) Therefore, the court is addressing Exhibit 12's admissibility as an ancient document.

of Broude & Hochberg, and is a trustee of the Thomas E. Proctor Heirs Trust. She testified that she is responsible for maintaining the business records of the trust and that the firm has been counsel for the heirs of Thomas E. Proctor since the 1920's and has gathered and maintained records relating to the heirs' business dealings and real property holdings. She testified that the records are kept in a locked (former bank) vault in the basement of the building where the firm is located, and that the letters to Neil W. Rice, of the N.W. Rice Company, were included because Neil W. Rice was one of the Proctor heirs. Finally, she testified that Exhibit 12 was one of the records so kept. Based on this evidence, the court finds the document to be an ancient document under Rule 901(b)(8).

Respondents also objected on the basis of relevancy and hearsay.

As for relevancy, Exhibits 1 and 2 are relevant to show that the Proctor heirs and Clay McCormick had established an attorney/client relationship, Exhibit 3 is relevant to show that Keta and Clay McCormick had established an attorney/client relationship, and Exhibits 3 and 12 are relevant to show that Keta was aware that their lawyer was representing and communicating with at least one Proctor heir.

The objection to hearsay requires a more complicated analysis. Hearsay statements contained within ancient documents are admissible under Rule 803(16), which provides that "[a] statement in a document that is at least 30 years old and whose authenticity is established" is not excluded by the rule against hearsay. Pa.R.E. 803(16). Rule 805, however, provides that "[h]earsay within hearsay is not excluded by the rule against hearsay if each part of the combined statements conforms with an exception to the rule". Pa.R.E. 805. This apparent conflict exists as well in the federal rules of evidence, which are practically

identical to Pennsylvania's rules,[7] and has led at least one court to limit federal Rule 803(16)'s application to only those statements in the ancient document *made by the author*. U.S. v. Stelmokas, 1995 U.S. Dist. LEXIS 11240 (E.D. Pa. August 2, 1995). Although this court is not bound by the federal courts' interpretation of federal rules when applying a state rule, even if that interpretation is applied here, the evidence upon which the court is relying is admissible.

Exhibit 1 contains only statements made by the author, Mr. C.G. Rice, and thus is admissible in its entirety under Rule 803(16).

The content of Exhibit 2 is not really offered for the truth of the matters asserted, but to show that the firm of Furst, McCormick, Muir & Lynn was representing at least Mr. C.G. Rice, one of the Proctor heirs. In any event, the only statements made by someone other than the author relate to amounts being offered for oil and gas leases, and such information is not at all necessary in the court's decision and is not being considered.

In Exhibit 3, the only statement not made by the author, Clay McCormick, is that of Mr. Zinn ("I understand that Mr. Zinn is going to investigate further"), and that statement is admissible as a statement of a party opponent under Pa.R.E. 803(25), since Mr. Zinn was the Vice-President of Keta at the time. The same can be said for Exhibit 12, as the only statements not made by the author, Mr. McCormick, are those of Mr. Zinn.

As the court has previously stated, the court's conclusion that the order for service by publication actually served to deprive the Proctor heirs of due process, is based on the lack of a diligent investigation alone. It is not necessary,

[7] The only difference is that under the federal rules, a document qualifies as "ancient" after only twenty years.

therefore, to discuss the issue of fraud, but since it practically leaps out at one from the pages of the record, it deserves to be included in this discussion.

Petitioners have not included in the record anything upon which the court can base a finding that John Fox, a member of the Board of Directors of U.S. Leather Company, was part of the business structure of Keta, a wholly-owned subsidiary of U.S. Leather, such that his knowledge should be imputed to Keta. Therefore, the court was not able to consider the following letters:

JOHN FOX

89 STATE STREET
BOSTON 9, MASS.
TEL. CAPITOL 7-2560

May 22 1950

Mr. Thomas Rice
75 Federal Street
Boston, Mass.

Dear Mr. Rice:

I have given the most careful consideration to the matter of the oil and gas rights which may be held by you on the two structures known as Cogan House and Cascade in Lycoming County, Pennsylvania, and in the other areas in Pennsylvania in which you lay claim to similar rights.

I have been advised by Mr. Fralich that the only holdings which you may have which are of interest to us are those in the Townships of Cogan House and Lewis, comprising Warrants 5655, 5665 and 5667, concerning which title is, to say the least, not clear. I will recommend, in view of the state of the title, to the directors of U.S. Leather Co. that they lease your interest in these warrants from you on the basis of a bonus of 50 cents per acre per year, increased by the usual royalty equal to 1/16th of all the gas and oil produced and marketed from these warrants, with the usual offset provisions.

Nothing herein is to be construed as an admission that you have any valid interest in the said acreage, but my recommendations, if made, would be to a large extent prompted by a desire to quiet a title to which U.S. Leather Co., directly or through a subsidiary, lays claim, and in which you have possibly an adverse interest.

The gas and oil rights appertaining to 24,000 acres of land in McIntyre and Cascade townships, which were recently purchased from the County by U.S. Leather Co., may possibly be vested, to the extent of a one-quarter undivided interest, in you and other members of your family. I do not have any affirmative knowledge of this, but as I told you three weeks ago, in the event that you had a title which you could have redeemed at the time of the purchase by U.S. Leather Co., that corporation will, upon receipt of payment from you of your proportionate share of the cost of redemption, turn over to you the rights of yours which it redeemed. In the event, however, that you had no rights, in the opinion of counsel of U.S. Leather Co., then, of course, there is no obligation, legal or otherwise, on the part of that corporation to convey any interest to you.

In the event, however, that you should have an interest in these properties, I will recommend to the directors of U.S. Leather Co. that they enter into a lease with you on the following basis: that they pay you a bonus of 25 cents per acre, an annual rental of 25 cents per acre, and the usual royalty of 1/32nd of the value of all gas and oil produced and marketed from the said land.

In the alternative, if you should desire to sell whatever interest you have in the properties in the Cogan House dome, I will recommend to the Board of U.S. Leather Co. that they pay you $1.00 per acre for whatever interest you may have.

As regards the properties in the Townships of McIntyre and Cascade, all but two of which appear to be entirely off structure, and in the event that you have any interest in the opinion of counsel of U.S. Leather Co., which constitutes a valid title, I will recommend to the directors of that company that they purchase your title at 50 cents per acre net to you.

A most careful examination of the remainder of the holdings which appear on the map which you left with Mr. Fralich, indicates that they are of no value and we have, therefore, no interest in them.

Very truly yours,
s/ John Fox
John Fox

jf/d

Petitioners' Exhibit 6.

JOHN FOX

89 STATE STREET
BOSTON 9, MASS.
TEL. CAPITOL 7-2560

May 22 1950

Mr. Thomas Rice
75 Federal Street
New York, N.Y.

Dear Mr. Rice:

This letter supplements my letter of May 22nd. It appears from what Mr. Fralich tells me that Thomas E. Proctor has an interest in some land in Warrant #1621 in Cogan House Township, which I did not know at the time when I wrote my earlier letter to you. I will, therefore, subject to your approval, recommend to the Board of Directors of U.S. Leather Co. that they lease your interest in this property on the basis of a bonus of $2.00 per acre per year, increased by the usual royalty equal to 1/8th of all the gas and oil produced and marketed from this land, with the usual offset provisions. This recommendation is based upon a 100% ownership in you and these terms would be subject to a proportionate downward adjustment in the event that your interest should prove to be less than 100%. The reason for the higher price is that this land appears to be better located than any of the other properties held by you of which I have notice.

In the alternative, if you should desire to sell whatever interest you have in the above properties, I will recommend to the Board of U.S. Leather Co. that they pay you at the rate of $4.00 per acre based upon a 100% interest and a good title for the gas and oil rights to these lands.

The next Director's Meeting of U.S. Leather Co. will be held on Wednesday next and in the event that you are interested in any of the proposals which I have indicated, it would be desirable to let us know in sufficient season before that time so that they can be acted upon.

It is unfortunate from your standpoint, as well as ours, that none of the properties in which you hold an interest appears to be very well located on structure. This, of course, is entirely a matter of chance and U.S. Leather Company, through its subsidiaries, appears to have been much more fortunate. Because of our very extensive holdings, (by "our" I mean both the properties of my associates as individuals and those of U.S. Leather Co. and its subsidiaries, as well), located high on structure on the Cogan House Dome in particular, it is unlikely that we would develop the less favorable and, therefore, more risky locations except in the ordinary course of extension of the Field by the process of radiation from proven areas. On this basis, the holdings which U.S. Leather

Co. has jointly with you on the Gamble Dome would, undoubtedly, not be drilled at an early stage of that field's development, and the same would apply to your holdings in the Cogan House Dome. We will, of course, be glad to cooperate to our mutual interest.

Sincerely,
s/ John Fox
John Fox

jf/d

Petitioners' Exhibit 7.

Now, it bears mention that A. Burch Velsor and Roland Zinn were also directors of U.S. Leather, and Velsor served as its President, while Zinn served as its Vice-President and Secretary.[8] Velsor was at that time Chairman of Keta's Board of Directors and Zinn was its Vice-President. Certain of the exhibits show that Fox was involved with Keta, both personally and in his capacity with U.S. Leather.[9] To take the position that Fox never discussed his negotiations with Thomas Rice, with either Velsor or Zinn, strains credulity. After all, the leases which Fox was attempting to secure from Mr. Rice would surely have been assigned by U.S. Leather Company to Keta, which was engaged in the business of developing oil and gas rights, and which was owned by U.S. Leather. Moreover, the mineral rights at issue had been deeded to Keta, not U.S. Leather.[10] It is

[8] See Petitioners' Exhibit 14.

[9] For example, the May 4, 1950 letter from Mr. McCormick to Mr. Rice references a meeting with John Fox, attended by at least the three of them, during which Keta's mineral interests were discussed, and Petitioners' Exhibit 15, a Notice of Annual Meeting of Stockholders and Proxy Statement, issued by U.S. Leather Company on February 13, 1951, discloses that "On August 9, 1950, a syndicate in which Mr. John Fox had a quarter interest assigned a one-half interest in a gas lease located in Leidy Township, Clinton County, Pennsylvania, to the company's subsidiary Keta Gas & Oil Company, subject to the understanding that Keta would pay one-half of the drilling expenses."

[10] The Complaint filed in 1951 alleges in Paragraph 4j that the mineral rights to Warrant 5665 and 5667 were deeded by the Keystone Tanning and Glue Company to Keta Realty Company on October 29, 1943. (Keta Realty's name was changed to Keta Gas & Oil Company in August 1950. See Petitioners' Exhibit 17, as well as Paragraph 4k of the Complaint.)

highly suspicious that after U.S. Leather attempted to lease or purchase the Proctor heirs' interest in Warrants 5665 and 5667, and obviously failed in that attempt, Keta filed an action to quiet title to *those same properties*, and once they obtained a default judgment, *did not record it*. Rather than chalking it up to mere coincidence, the court believes this lawsuit was purposeful and undertaken with Keta's full knowledge of, if not the actual identity and whereabouts of Mr. Rice, at least the knowledge that Mr. Fox knew who he was and how to contact him, and was meant to obtain by subterfuge what they could not obtain by negotiation.

ORDER

AND NOW, this day of December 2015, for the foregoing reasons, the Petition to Open is hereby GRANTED. The default judgment entered on March 14, 1951 is hereby OPENED. The Answer attached to the Petition to Open shall be filed and docketed by the Prothonotary forthwith.

BY THE COURT,

Dudley N. Anderson, Judge

cc: Suzanne Fedele, Prothonotary
Paul K. Stockman, Esq.
McGuire Woods
625 Liberty Avenue, Suite 2300, Pittsburgh, PA 15222
(continued)

Christopher J. Szewszyk, Esq.
Mazzoni, Karam, Petorak & Valvano
321 Spruce Street, Suite 201, Scranton, PA 18503
Jeffrey J. Malak, Esq.
Chariton, Schwager & Malak
138 South Main Street, Wilkes-Barre, PA 18703
Marc S. Drier, Esq.
Austin White, Esq.
Jaime S. Bumbarger, Esq.
McQuaide Blasko Law Offices
811 University Drive, State College, PA 16801
Gary Weber, Esq.
Hon. Dudley Anderson