

**IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA**

BENJAMIN E. STOPPER, JR., :  
LAWRENCE J. STOPPER and DEBRA J. NIX, : NO. 21-00,443  
: :  
Plaintiffs :  
VS : PETITION FOR CONTEMPT OF  
CINDRA A. RICHARDSON, : PARTITION ORDER  
Defendant :

**OPINION AND ORDER**

This matter came before the Court on Defendant's Petition for Contempt of Partition Order, filed April 8, 2022. In support of the Petition, Defendant introduced her own testimony, along with the testimony of her son, Larry Allison, Jr. In opposition, Plaintiff introduced the testimony of Benjamin E. Stopper, Jr. and Lawrence J. Stopper.

The facts are substantially undisputed. The parties executed a written stipulation for an auction sale of real property approved by Order dated October 1st, 2021, filed October 5th, 2021. The final sentence of that Order states that "It is hereby ORDERED AND DIRECTED that the above-captioned action in partition shall proceed consistent with the terms of the attached Stipulation".

The parties conducted the auction sale, as provided in the stipulation. Defendant was the successful bidder, at that sale. After the auction sale, but before the closing, Benjamin E. Stopper, Jr. removed a gun cabinet from the real property.

Benjamin E. Stopper, Jr. admitted that he removed the gun cabinet, but testified that it was the subject of an oral gift to him, from his father. Defendant, Cindra A. Stopper, disputed that claim, because Benjamin E. Stopper, Jr. never claimed ownership of the gun cabinet, in her presence. The Court concludes that resolution of the issue of ownership of the gun cabinet prior to the auction sale is not critical to a resolution of the Petition for Contempt.

Section 6 of the Stipulation provides as follows: "The price bid shall include all contents

of the cabin, excepting personal items of the Parties (to be identified in writing to the other Parties and removed prior to date of sale), together with any on site equipment used in the maintenance of the Property, including improvements thereon." It was undisputed at the hearing that Benjamin E. Stopper, Jr. did not provide written notice to any party of his claim to the gun cabinet, or remove the gun cabinet prior to the date of the auction sale.

"It is axiomatic that courts have always possessed the inherent power to enforce their orders and decrees by imposing sanctions for failure to comply with said orders." Rouse Philadelphia Incorporated vs. Ad Hoc'78, 274 Pa.Super. 54, 417 A.2d 1248, 1257 (1979).

In order to sustain a finding of civil contempt, the complainant must establish that: (1) the contemnor had notice of the specific terms of the Order, (2) that that conduct was deliberate, and (3) the contemnor acted with wrongful intent. A person may not be held in contempt for failing to obey an Order that is too vague or that cannot be enforced. Lachat v. Hitchcliffe, 769 A.2d 481, 488 (Pa.Super. 2001). In interpreting the signed, written stipulation, incorporated by reference into the Order of October 1st, 2021, the Court is guided by the principle that

When a written contract is clear and unequivocal, its meaning must be determined by its contents alone. It speaks for itself and a meaning cannot be given to it other than that expressed. Where the intention of the parties is clear, there is no need to resort to extrinsic aids or evidence. Hence, where language is clear and unambiguous, the focus of interpretation is upon the terms of the agreement as manifestly expressed, rather than as, perhaps, silently intended.

Frankford Hospital - Bucks County vs. Lesko 609 Pa. 115, 123, 15 A.3d 337, 342 (2011).

The Court concludes that Section 6 of the signed, written stipulation, incorporated by reference into the Order of October 1st, 2021, clearly provides that the bid price shall include all contents of the cabin, excepting personal items identified to the other parties and removed prior to the date of sale. The Court finds that Benjamin E. Stopper, Jr., signed the stipulation, and thus had actual knowledge of its contents. The Court finds that Benjamin E. Stopper, Jr., had knowledge that the stipulation was approved and incorporated into an Order of Court, and that

Benjamin E. Stopper, Jr., made no attempt to identify the gun cabinet in writing as his property, or to remove it from the cabin, prior to the date of sale. Benjamin E. Stopper, Jr., personally attended and bid at the auction sale conducted pursuant to the terms of the stipulation, and the confirming Order. Under these circumstances, he waived any ownership interest in the gun cabinet, pursuant to the express terms of Section 6 of the stipulation.

The only remaining issue is the question of intent. Benjamin E. Stopper, Jr. admitted in his testimony that, at the time he removed the gun cabinet, he made a statement to Larry Allison to the effect that “this belonged to Dad, and I am taking it.” The most reasonable inference which the Court can draw from his statement is that he was aware that the remaining contents of the cabin were sold, along with the cabin, at an auction sale. Nevertheless, after he forfeited any interest in the gun cabinet under the terms of Section 6 of the Stipulation, he deliberately removed it, in violation of the terms of the Order. The Court finds that he did so with wrongful intent.

**AND NOW**, this 10th day of August, 2022, after hearing, the Court finds that Plaintiff Benjamin E. Stopper, Jr. is in contempt of the terms of the Order dated October 1st, 2021, filed October 5th, 2021. For that reason, he is **ORDERED AND DIRECTED** to return the gun cabinet to the Defendant, Cindra A. Stopper Richardson, in exactly the same condition as the date when he removed it from the cabin, within fifteen (15) days of the date of filing of this Order, at such time and location as counsel for the parties may agree.

Defendant's request for attorney's fees is **DENIED**.

By The Court,

Hon. William P. Carlucci, Judge

cc: Court Administrator  
D. Mathers, Esq.  
S. T. Williams, Esq.  
(WPC/et)