

Adams County Legal Journal

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Christine Settle
*Assistant Vice President
& Trust Officer*



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IN THE COURT OF
COMMON PLEAS OF
ADAMS COUNTY, PENNSYLVANIA
ORPHANS' COURT DIVISION
RT-16.12

To the Matter of: **ALEXANDRA GRACE SHAHMAN**

NOTICE

TO: John Doe

You are hereby notified that a **Petition For Involuntary Termination of Parental Rights to Child** has been filed in the Orphans' Court Division of the Court of Common Pleas of Adams County, Pennsylvania, asking the Court to put an end to all rights you have to your child, **Alexandra Grace Shahman**.

The Court has set a **hearing** for Wednesday, October 3, 2012, at 2:00 p.m. prevailing time, in Courtroom No. 4, for the purpose of determining whether or not your parental rights should be terminated.

You are warned that even if you fail to **appear at the scheduled hearing**, the hearing will proceed without you, and your rights to your child may be ended by the Court without you being present.

You have a **right to be represented** in these proceedings by an attorney. You should take this paper and the attached Petition to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Court Administrator
Room 304, Third Floor
Adams County Courthouse
117 Baltimore Street
Gettysburg, PA 17325
Telephone Number: 717-337-9846,
Ext. 265

You are advised that if you were **represented by an attorney in any other proceeding involving these children**, that attorney will not automatically represent you in this matter. You must take steps promptly to ensure that counsel is hired or appointed if you wish to be represented at this proceeding.

You are advised that if you fail to **appear at the hearing without an attorney** or you fail to request a continuance

at least seven (7) days in advance of the hearing, the Court will not grant you a continuance for the purpose of obtaining counsel, absent extraordinary circumstances.

9/14, 21 & 28

PUBLIC NOTICE TO
ERICA MARIE ALICEA

In Re: Adoption of Nevaeh Tnes Alicea-Smallwood, A Minor

A petition has been filed asking the Court to put an end to all rights you have as a parent to your child, Nevaeh Tnes Alicea-Smallwood. An Involuntary Termination of Parental Rights Hearing has been scheduled for October 29, 2012, at 9:30 a.m., in Courtroom No. 12, of the York County Judicial Center, 45 North George Street, York, Pennsylvania, to terminate your parental rights to Nevaeh Tnes Alicea-Smallwood (DOB June 29, 2009), whose Father is Manuel Terray Smallwood and whose Mother is Erica Marie Alicea. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the Court without you being present. You have a right to be represented at the hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Jane Madison
Family Court Administration Office
York County Court of Common Pleas
York County Judicial Center
45 North George Street
York, PA 17401
Telephone Number: 717-771-9360

Martin Miller, Esq.
Solicitor for York County Offices of
Children, Youth & Families

9/21, 28 & 10/5

NOTICE OF SHERIFF'S SALE
IN THE COURT OF COMMON PLEAS
OF ADAMS COUNTY, PENNSYLVANIA
NO. 09-S-197

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, s/b/m TO CHASE
HOME FINANCE, LLC

vs.

PAULA LARA and ALFONSO LUA

NOTICE TO: PAULA LARA and
ALFONSO LUA

NOTICE OF SHERIFF'S SALE OF REAL
PROPERTY

Being Premises: 74 SPRINGFIELD
DRIVE, NEW OXFORD, PA 17350-
8579

Being in HAMILTON TOWNSHIP,
County of Adams, Commonwealth
of Pennsylvania, 17-K09-0066-000

Improvements consist of residential
property.

Sold as the property of PAULA LARA
and ALFONSO LUA

Your house (real estate) at 74
SPRINGFIELD DRIVE, NEW OXFORD,
PA 17350-8579 is scheduled to be sold
at the Sheriff's Sale on November 16,
2012 at 10:00 a.m., at the Adams
County Courthouse, 111 Baltimore
Street, Room 4, Gettysburg, PA 17325,
to enforce the Court Judgment of
\$338,986.55 obtained by JPMORGAN
CHASE BANK, NATIONAL
ASSOCIATION, s/b/m TO CHASE
HOME FINANCE, LLC (the mortgagee),
against the above premises.

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

9/28

ALLSTATE ET AL VS. MET-ED

1. To determine if a complaint fails for legal insufficiency (demurrer), the court may only determine whether, on the basis of the allegations that the plaintiff pleaded, the plaintiff possesses a cause of action recognizable at law.

2. Public utility tariffs have the force and effect of law, and are binding on the customer as well as the utility.

3. In Pennsylvania, one who carries on an ultrahazardous activity is liable for injury to another whose person, land, or chattels the actor should recognize as likely to be harmed by the unpreventable miscarriage of the activity, when the harm results thereto from that which makes the activity ultrahazardous, although the utmost care is exercised to prevent it.

4. An activity is ultrahazardous if it (1) necessarily involves a risk of serious harm to the person, land, or chattels of others which cannot be eliminated by the exercise of utmost care, and (2) is not a matter of common usage.

5. In this Court's view, the supply of electricity is of such common usage in today's society that it cannot constitute an ultrahazardous activity that imposes strict liability upon an electricity supplier.

In the Court of Common Pleas of Adams County, Pennsylvania,
Civil, No. 11-S-1760, ALLSTATE INSURANCE COMPANY a/s/o
DION AND JANEL STITZ VS. MET-ED

Paul N. Sandler, Esq., for Plaintiff

Charles E. Wasilefski, Esq., for Defendant

Campbell, J., March 28, 2012

OPINION

Before this Court are Defendant's Preliminary Objections to Plaintiff's First Amended Complaint filed January 24, 2012. For the reasons stated herein, Defendant's Preliminary Objections are overruled in part and sustained in part.

On January 9, 2012, Plaintiff, Allstate Insurance Company ("Allstate"), as subrogee of Dion and Janel Stitz, filed its First Amended Complaint¹ against Defendant, Met-Ed. In its First Amended Complaint, Allstate alleged that on or about February 21, 2011, a fire occurred at Plaintiff's insureds' premises located at 7487 Hillcrest Drive, Abbottstown, Pennsylvania. Allstate alleged that Met-Ed supplied electrical service to Plaintiff's insureds' property, and that the fire at the Stitz's property occurred as a result of a power surge.

¹ On November 23, 2011, Allstate filed its Complaint. On December 20, 2011, Met-Ed filed Preliminary Objections to Allstate's Complaint. In response to Met-Ed's Preliminary Objections, Allstate filed its First Amended Complaint and Met-Ed's Preliminary Objections to Allstate's Complaint were rendered moot.

In Count I, Allstate alleges that Met-Ed's conduct was willful, wanton, and reckless, and alleges the reasons why Met-Ed's conduct was willful, wanton, and reckless. **See Plf.'s Compl. ¶ 6(a)-(p).** According to Allstate's Complaint, as a result of Met-Ed's negligence, carelessness, recklessness, and intentional conduct, its insureds incurred property damages and were unable to remain in their home. Additionally, in Count II, Allstate alleges strict products liability, and in Count III, Allstate alleges strict liability based on ultrahazardous activity. Allstate seeks damages in the amount of \$24,322.32, representing monies it paid to its insureds in accordance with the insureds' Allstate insurance policy as a result of the aforementioned property damage.

On January 24, 2012, Met-Ed filed Preliminary Objections to Plaintiff's First Amended Complaint and a Brief in Support thereof. On February 13, 2012, Allstate filed its Answer and Brief in Opposition to Defendant's Preliminary Objections. On February 16, 2012, Met-Ed filed its Reply Brief. Oral argument occurred on March 8, 2012.

It is well established under Pennsylvania law that when ruling on preliminary objections, the Court must accept as true all well-pleaded allegations of material fact as well as all inferences reasonably deducible from those facts. *Ballroom, LLC v. Commonwealth*, 984 A.2d 582, 586 n.3 (Pa. Cmwlth. 2009) (citations omitted). Preliminary objections will be sustained only where the case is clear and free from doubt. *Rambo v. Greene*, 906 A.2d 1232, 1235 (Pa. Super. 2006).

Met-Ed alleges that Allstate's Amended Complaint is legally insufficient under Pennsylvania Rule of Civil Procedure 1028(a)(4). To determine if a complaint fails for legal insufficiency (demurrer), the court may only determine whether, on the basis of the allegations that the plaintiff pleaded, the plaintiff possesses a cause of action recognizable at law. *Adoption of S.P.T.*, 783 A.2d 779, 782 (Pa. Super. 2001). In other words, the court must decide whether, on the facts averred, the law says with certainty that no recovery is possible. *Morley v. Gory*, 814 A.2d 762, 764 (Pa. Super. 2002). The court may not consider factual matters, no testimony, or other evidence outside the complaint that may be adduced, and the court may not address the merits of the matters represented in the complaint. *Adoption of S.P.T.*, 783 A.2d at 782. Where any doubt exists as to whether a demurrer should be sustained, it must be resolved in favor of

overruling the demurrer. *Mistick, Inc. v. Northwestern Nat. Cas. Co.*, 806 A.2d 39, 42 (Pa. Super. 2002).

The instant matter ultimately depends on the language of the applicable tariff. It is well settled that public utility tariffs must be applied consistently with their language. *PPL Elec. Util. Corp. v. Pennsylvania Pub. Util. Comm'n*, 912 A.2d 386, 402 (Pa. Cmwlth. 2006) (citing 66 Pa. C.S. § 1303). Public utility tariffs have the force and effect of law, and are binding on the customer as well as the utility. *Id.* (citing *Pennsylvania Electric Co. v. Pennsylvania Pub. Util. Comm'n*, 663 A.2d 281, 284 [Pa. Cmwlth. 1995]).

The tariff in the instant matter provides:

The Customer, by accepting service from the Company, assumes the responsibility for the safety and adequacy of the wiring and equipment installed by the Customer. The Customer agrees to indemnify and save harmless the Company from any liability which may arise as a result of the presence or use of the Company's electric service or property, defects in wiring or devices on the Customer's premises, or the Customer's failure to comply with the National Electric Code.

The Company does not guarantee a continuous, uninterrupted, or regular supply of electric service. The Company, may, without liability, interrupt or limit the supply of electric service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company shall not be liable for any damages due to accident, strike, storm, lightning, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

In all other circumstances, unless caused by the ***willful and/or wanton misconduct*** of the Company, the liability of the Company to Customers or third parties for all injuries and damages, direct or consequential, including damage to computers and other electronic equipment and

appliances, or loss of business, profit or production caused by variations or interruptions in electric supply, high or low voltage, spikes, surges, single phasing, phase failure or reversal, stray voltage, neutral to earth voltage, equipment failure or malfunction, response time to electric outages or emergencies, or the non-functioning or malfunctioning of street lights or traffic control signals and devices shall be limited to Five Hundred Dollars (\$500) for residential customers and Two Thousand Dollars (\$2,000) for commercial and industrial customers.

Def.'s Preliminary Objections, Ex. B (emphasis added).

Met-Ed argues that Allstate's First Amended Complaint fails to state a claim for punitive damages, likening the willful and/or wanton misconduct language in the tariff to the standard for punitive damages. Based on this assertion, Met-Ed argues that Allstate must allege specific facts of willful and/or wanton conduct to recover damages in excess of \$500.00 under the tariff. However, Defendant's argument is without merit.

The cases cited by Met-Ed relating to the standard for punitive damages are inapposite. Met-Ed has not cited, nor has this Court been able to locate, any cases equating the willful and/or wanton conduct standard found in a utility tariff to the standard for punitive damages. The tariff in no way states that the willful and/or wanton conduct required is similar to the standards for proving and pleading punitive damages. Moreover, Allstate is not seeking punitive damages. Rather, Allstate seeks \$24,322.32 in compensatory damages incurred as a result of the power surge and subsequent fire.

Met-Ed also argues that Allstate has failed to allege facts that suggest Defendant engaged in willful and/or wanton conduct warranting an award beyond the \$500.00 limit under the tariff. However, Allstate has alleged numerous reasons why Met-Ed's conduct was willful, wanton, and reckless. **See Plf.'s Compl. ¶ 6(a)-(p).** Additionally, the parties have not yet conducted discovery which may reveal facts of willful and/or wanton conduct by Met-Ed.² The fact finder, and not the Court on Preliminary Objections, must determine whether

² In that same vein, discovery may not reveal anything to suggest willful and/or wanton conduct.

Met-Ed's conduct constitutes willful and/or wanton conduct justifying liability beyond the \$500.00 limit provided in the tariff. Therefore, Met-Ed's Preliminary Objection based on Count I of Allstate's Complaint is overruled.

Next, Met-Ed argues that Allstate fails to state a claim for strict products liability. Even if Allstate has stated a claim for liability-based strict products liability, any strict products liability claim is barred by the language of the tariff. As previously noted, public utility tariffs must be applied consistently with their language. *PPL Elec. Util. Corp.*, 912 A.2d at 402 (citing 66 Pa. C.S. § 1303). Public utility tariffs have the force and effect of law, and are binding on the customer as well as the utility. *Id.* (citing *Pennsylvania Elec. Co. v. Pennsylvania Pub. Util. Comm'n*, 663 A.2d 281, 284 [Pa. Cmwlth. 1995]).

Instantly, the portion of the tariff related to strict products liability claims provides:

To the extent applicable under the Uniform Commercial Code or on any theory of contract or products liability, the Company disclaims and shall not be liable to any Customer or third party for any claims involving and including, but not limited to, strict products liability, breach of contract, and breach of actual or implied warranties of merchantability or fitness for an intended purpose.

Def.'s Preliminary Objections, Ex. B.

The language of the applicable tariff explicitly bars strict products liability claims, and applying this language, Allstate cannot recover based on a strict products liability theory. Therefore, Met-Ed's Preliminary Objection based on Count II – Allstate's strict products liability claim is sustained.

Finally, Met-Ed argues that Allstate's First Amended Complaint fails to state a claim for strict liability based on an ultrahazardous activity. In Pennsylvania, "one who carries on an ultrahazardous activity is liable for injury to another whose person, land, or chattels the actor should recognize as likely to be harmed by the unpreventable miscarriage of the activity, when the harm results thereto from that which makes the activity ultrahazardous, although the utmost care is exercised to prevent it." *Haddon v. Lotito*, 161 A.2d 160, 162 (Pa. 1960) (citing **Restatement of Torts § 519**). An activity is

ultrahazardous if it “(1) necessarily involves a risk of serious harm to the person, land, or chattels of others which cannot be eliminated by the exercise of utmost care, and (2) is **not a matter of common usage.**” *Albig v. Mun. Auth. of Westmoreland County*, 502 A.2d 658, 662 (Pa. Super. 1985) (citing **Restatement of Torts § 520**) (emphasis added).

Based on the above standards, this Court cannot conclude that the supply of electricity constitutes an ultrahazardous activity for purposes of strict liability. While the supply of electricity may involve a risk of harm, an ultrahazardous activity also must not be a matter of common usage. In this Court’s view, the supply of electricity is of such common usage in today’s society that it cannot constitute an ultrahazardous activity that imposes strict liability upon an electricity supplier. As such, Met-Ed’s Preliminary Objection in the nature of demurrer to Count III of Allstate’s First Amended Complaint is sustained.

Therefore, for the reasons stated herein, Defendant’s Preliminary Objections to Allstate’s First Amended Complaint are overruled in part and sustained in part. Accordingly, the attached Order is entered.

ORDER

AND NOW, this 28th day of March 2012, Defendant Met-Ed’s Preliminary Objections to Plaintiff Allstate’s First Amended Complaint are overruled in part and sustained in part. Met-Ed’s Preliminary Objection to Count I of Allstate’s First Amended Complaint is overruled. Met-Ed’s Preliminary Objections to Count II and Count III of Allstate’s First Amended Complaint are sustained. Accordingly, Paragraphs 15 through 30 and Paragraphs 21 through 23 of Allstate’s First Amended Complaint are stricken. Met-Ed shall file an Answer to Allstate’s First Amended Complaint within twenty (20) days of the date of this Order.

ESTATE NOTICES

NOTICE IS HEREBY GIVEN that in the estates of the decedents set forth below the Register of Wills has granted letters, testamentary or of administration, to the persons named. All persons having claims or demands against said estates are requested to make known the same, and all persons indebted to said estates are requested to make payment without delay to the executors or administrators or their attorneys named below.

FIRST PUBLICATION**ESTATE OF NICHOLAS B. ADAMS, DEC'D**

Late of the Borough of Littlestown, Adams County, Pennsylvania

Dennis Adams, c/o Barbara Jo Entwistle, Esq., Entwistle & Roberts, 66 West Middle Street, Gettysburg, PA 17325

Attorney: Barbara Jo Entwistle, Esq., Entwistle & Roberts, 66 West Middle Street, Gettysburg, PA 17325

ESTATE OF HELEN R. HEISER, DEC'D

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Executor: William E. Heiser, 260 Oakwood Drive, Spring Grove, PA 17362

Attorney: Alex E. Snyder, Esq., Barley Snyder LLP, 14 Center Square, Hanover, PA 17331

ESTATE OF LUCY K. HENDERSON, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Executrix: Sherri M. Henderson, 20 Ringneck Trail, Fairfield, PA 17320

Attorney: David C. Cleaver, Esq., Keller, Keller and Beck, LLC, 1035 Wayne Avenue, Chambersburg, PA 17201

ESTATE OF MARGIE M. LAUGHMAN, DEC'D

Late of Berwick Township, Adams County, Pennsylvania

Co-Executors: Patsy L. Kehr, 2259 Walnut Bottom Road, York, PA 17408; Stanley E. Laughman, 3284 Centennial Road, Hanover, PA 17331

Attorney: Stonesifer and Kelley, P.C., 209 Broadway, Hanover, PA 17331

ESTATE OF M. ARLENE REEVER a/k/a MILDRED ARLENE REEVER, DEC'D

Late of the Borough of York Springs, Adams County, Pennsylvania

Co-Executors: Frank J. Reeve, 1426 Cranberry Road, York Springs, PA 17372; David A. Reeve, 434 Braggtown Road, York Springs, PA 17372; Robert H. Reeve, 6218 Colchester Road, Fairfax, VA 22030

Attorney: Katrina M. Luedtke, Esq., Mooney & Associates, 115 Carlisle Street, New Oxford, PA 17350

SECOND PUBLICATION**ESTATE OF THOMAS A. BROWN, DEC'D**

Late of Hamiltonban Township, Adams County, Pennsylvania

Co-Executors: Scott B. Brown, 24612 Tandem Drive, Damascus, MD 20873; Tab A. Brown, 2599 Fred Everett Road, Kinston, NC 28504

Attorney: Bernard A. Yannetti Jr., Esq., Hartman & Yannetti, 126 Baltimore Street, Gettysburg, PA 17325

ESTATE OF FRANCIS C. KRESS, DEC'D

Late of Union Township, Adams County, Pennsylvania

Executrix: Joyce A. Kress, 1395 Littlestown Road, Hanover, PA 17331

Attorney: Stonesifer and Kelley, P.C., 209 Broadway, Hanover, PA 17331

ESTATE OF FRANCES W. ROELKE, DEC'D

Late of the Borough of New Oxford, Adams County, Pennsylvania

Personal Representative: Mary Lou Coleman Philbin, P.O. Box 14, Dickerson, MD 20842

ESTATE OF ALMA L. SHAFFER, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Frank Lynn Shaffer, 3309 Caroline Drive, East Petersburg, PA 17520

Attorney: Alex E. Snyder, Esq., Barley Snyder LLP, 14 Center Square, Hanover, PA 17331

ESTATE OF MERLE E. WOLF, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executrix: Holly R. Albrecht, 270 South Walnut Street, Dallastown, PA 17313

Attorney: John C. Zepp III, Esq., P.O. Box 204, 8438 Carlisle Pike, York Springs, PA 17372

THIRD PUBLICATION**ESTATE OF JOSEPH F. BALEK, DEC'D**

Late of Reading Township, Adams County, Pennsylvania

Co-Executors: Robert L. Balek and Barbara L. Smith, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

Attorney: Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

ESTATE OF MARGARET W. DAGUE a/k/a MARGARET WELLER DAGUE, DEC'D

Late of Mt. Joy Township, Adams County, Pennsylvania

Beatrice D. Renner, 48 Obsidian Drive, Chambersburg, PA 17202

Attorney: Henry O. Heiser III, Esq., 104 Baltimore Street, Gettysburg, PA 17325

ESTATE OF MARGARET DOLORES HENKE, DEC'D

Late of Berwick Township, Adams County, Pennsylvania

Executor: Robert J. Henke Jr., c/o Kevin G. Robinson, Esq., Gates & Gates, P.C., 60 East Middle Street, Gettysburg, PA 17325

Attorney: Kevin G. Robinson, Esq., Gates & Gates, P.C., 60 East Middle Street, Gettysburg, PA 17325

ESTATE OF ROBERT M. MUSSELMAN, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: John P. Musselman, 15 White Oak Trail, Gettysburg, PA 17325

ESTATE OF ELIZABETH M. PULVER, DEC'D

Late of the Borough of New Oxford, Adams County, Pennsylvania

Executors: Dian J. Cramer and Donald A. Pulver Jr., c/o James K. Noel IV, Esq., McNeese Wallace & Nurick LLC, 570 Lausch Lane, Suite 200, Lancaster, PA 17601

Attorney: James K. Noel IV, Esq., McNeese Wallace & Nurick LLC, 570 Lausch Lane, Suite 200, Lancaster, PA 17601

NOTICE OF SHERIFF'S SALE
IN THE COURT OF COMMON PLEAS
OF ADAMS COUNTY, PENNSYLVANIA
NO. 09-S-1139

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, s/b/m TO CHASE
HOME FINANCE, LLC, s/b/m TO
CHASE MANHATTAN MORTGAGE
CORPORATION

vs.

GLEND W. McGUIRE JR., IN HIS
CAPACITY AS HEIR OF GLEND W.
McGUIRE SR., DECEASED, MEISHA
GRIMES, ESQ., IN HER CAPACITY
AS HEIR OF GLEND W. McGUIRE
SR., DECEASED, UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND ALL
PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING RIGHT,
TITLE, OR INTEREST FROM OR
UNDER GLEND W. McGUIRE SR.,
DECEASED, EVAN McGUIRE, IN HIS
CAPACITY AS HEIR OF GLEND W.
McGUIRE SR., DECEASED and
DEBORAH McGUIRE, IN HER
CAPACITY AS HEIR OF GLEND W.
McGUIRE SR., DECEASED

NOTICE TO: GLEND W. McGUIRE JR.,
IN HIS CAPACITY AS HEIR OF
GLEND W. McGUIRE SR.,
DECEASED and MEISHA GRIMES,
ESQ., IN HER CAPACITY AS HEIR
OF GLEND W. McGUIRE SR.,
DECEASED

NOTICE OF SHERIFF'S SALE OF REAL
PROPERTY

Being Premises: 1990 STORMS
STORE ROAD, a/k/a 1990 STORM
STORE ROAD, NEW OXFORD, PA
17350-9515, Being in OXFORD
TOWNSHIP, County of Adams,
Commonwealth of Pennsylvania,
35J12-0209---000

Improvements consist of residential
property.

Sold as the property of GLEND W.
McGUIRE JR., IN HIS CAPACITY AS
HEIR OF GLEND W. McGUIRE SR.,
DECEASED, MEISHA GRIMES, ESQ.,
IN HER CAPACITY AS HEIR OF
GLEND W. McGUIRE SR.,
DECEASED, UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND ALL
PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING RIGHT,
TITLE, OR INTEREST FROM OR
UNDER GLEND W. McGUIRE SR.,
DECEASED, EVAN McGUIRE, IN HIS
CAPACITY AS HEIR OF GLEND W.
McGUIRE SR., DECEASED and
DEBORAH McGUIRE, IN HER
CAPACITY AS HEIR OF GLEND W.
McGUIRE SR., DECEASED

Your house (real estate) at 1990
STORMS STORE ROAD, a/k/a 1990
STORM STORE ROAD, NEW OXFORD,
PA 17350-9515 is scheduled to be sold
at the Sheriff's Sale on November 16,

2012 at 10:00 a.m., at the Adams
County Courthouse, 111 Baltimore
Street, Room 4, Gettysburg, PA 17325,
to enforce the Court Judgment of
\$204,729.43 obtained by JPMORGAN
CHASE BANK, NATIONAL
ASSOCIATION, s/b/m TO CHASE
HOME FINANCE, LLC, s/b/m TO
CHASE MANHATTAN MORTGAGE
CORPORATION (the mortgagee),
against the above premises.

Phelan Hallinan & Schmiege, LLP
Attorney for Plaintiff

9/28

NOTICE BY THE ADAMS COUNTY
CLERK OF COURTS

NOTICE IS HEREBY GIVEN to all
heirs, legatees and other persons con-
cerned that the following accounts with
statements of proposed distribution filed
therewith have been filed in the Office of
the Adams County Clerk of Courts and
will be presented to the Court of Common
Pleas of Adams County—Orphan's
Court, Gettysburg, Pennsylvania, for
confirmation of accounts entering
decrees of distribution on Friday,
October 5, 2012 at 8:30 a.m.

WEIGAND—Orphan's Court Action
Number OC-103-2012. The First and
Final Account of ACNB Bank, Executor
of the Estate of Lynn W. Weigand,
deceased, late of Hamiltonban
Township, Adams County, Pennsylvania.

Kelly A. Lawver
Clerk of Courts

9/21 & 28