

Adams County Legal Journal

Vol. 58

February 10, 2017

No. 40, pp. 227 - 237

IN THIS ISSUE

SCHOOL EXPRESS, INC. V. LINCOLN INTERMEDIATE
UNIT NO. 12



**Benefit
from local,
experienced
advisors with
only your
goals in mind.**

Christy Settle
Trust Officer

Karen Arthur
Senior Trust Officer

Mark Bernier, CFA
Investment Officer

Debra Little, ChFC®
Trust Officer

**Contact a local Trust Officer today and
start building a solid future.**

Karen Arthur
Senior Trust Officer
717.339.5062
karthur@acnb.com

Christy Settle
Trust Officer
717.339.5058
csettle@acnb.com

Debra Little, ChFC®
Trust Officer
717.339.5218
dlittle@acnb.com



Not FDIC-Insured • May Lose Value • Not Bank Guaranteed • Not a Deposit • Not insured by any federal government entity

ADAMS COUNTY LEGAL JOURNAL (USPS 542-600)

Designated for the Publication of Court and other Legal Notices. Published weekly by Adams County Bar Association, John W. Phillips, Esq., Editor and Business Manager.

Business Office – 117 BALTIMORE STREET, ROOM 305, GETTYSBURG, PA 17325-2313. Telephone: (717) 334-1553

Copyright© 1959 by Wm. W. Gaunt & Sons, Inc., for Adams County Bar Association, Gettysburg, PA 17325.

All rights reserved.

NOTICE BY THE ADAMS COUNTY
CLERK OF COURTS

NOTICE IS HEREBY GIVEN to all heirs, legatees and other persons concerned 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—Orphans' Court, Gettysburg, Pennsylvania, for confirmation of accounts entering decrees of distribution on Friday, February 17, 2017 at 8:30 am

SCHAEFFER—Orphans' Court Action Number OC-96-2012. The First and Final Account of Isabel C. Lankford, Executor of the Estate of Idalia M. Schaeffer, late of Tyrone Township, Adams County, Pennsylvania.

ECKER—Orphans' Court Action Number OC-133-2016. The First and Final Account of Lucinda M. Ecker and Ronald E. Ecker, Co-Executors of the Estate of Alma R. Ecker, Deceased, late of Biglerville Borough, Adams County, Pennsylvania.

Kelly A. Lawver
Clerk of Courts

2/3 & 2/10

NOTICE

NOTICE IS HEREBY GIVEN to all creditors and claimants of Northeast Manufactured Housing Association, Inc., a Pennsylvania (PA) corporation, which on 3/22/1977, was incorporated in the Commonwealth of PA, that said company intends to file Articles of Dissolution with the Dept. of State under the provisions of PA Business Corporation Law. The address of the registered office is 315 Limekiln Rd., New Cumberland, PA 17070.

2/10

SCHOOL EXPRESS, INC. V. LINCOLN INTERMEDIATE
UNIT NO. 12

1. A contract will be found ambiguous if, and only if, it is reasonably or fairly susceptible of different constructions and is capable of being understood in more senses than one and is obscure in meaning through indefiniteness of expression or has a double meaning. Courts are responsible for deciding whether, as a matter of law, written contract terms are either clear or ambiguous.

2. The Restatement (Second) of Contracts section 205 provides that every contract imposes upon each party a duty of good faith and fair dealing in its performance and its enforcement. Good faith is defined as honesty in fact in the conduct or transaction concerned. In Pennsylvania, the courts have recognized the duty of good faith only in limited situations.

3. A written agreement can be modified by a subsequent oral agreement provided the latter is based upon a valid consideration and is proved by evidence which is clear, precise and convincing.

4. To establish a claim for a breach of contract, a party must establish (1) the existence of a contract, (2) a breach of the duty imposed by the contract, and (3) damages resulting from the breach.

5. Since the language of the contract is clear and not ambiguous this Court may not consider extrinsic or parol evidence to determine the intent of the parties.

6. Contract law is clear that once a contract has been formed, its terms may be modified only if both parties agree to the modification. Additionally, a written agreement can be modified by a subsequent oral agreement provided the latter is based upon a valid consideration.

7. A breach of the covenant of good faith and fair dealing is a breach of contract action, not an independent action for breach of a duty of good faith. The covenant cannot be applied to afford the plaintiffs contractual protections that they failed to secure for themselves at the bargaining table.

8. In Pennsylvania, the courts have recognized the duty of good faith only in limited situations. The duty of good faith may not be implied where (1) a plaintiff has an independent cause of action to vindicate the same rights with respect to which the plaintiff invokes the duty of good faith; (2) such implied duty would result in defeating a party's express contractual rights specifically covered in the written contract by imposing obligations that the party contracted to avoid; or (3) there is no confidential or fiduciary relationship between the parties.

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,
PENNSYLVANIA, CIVIL 2014-SU-1279, SCHOOL EXPRESS,
INC. V. LINCOLN INTERMEDIATE UNIT NO. 12.

Larry C. Heim, Esq., Attorney for Plaintiff

Brandon S. Harter, Esq., Attorney for Defendant

Wagner, J., January 24, 2017

MEMORANDUM OPINION

Before the Court for disposition is Defendant's Motion for Summary Judgment filed on September 19, 2016. For the reasons set forth herein, Defendant's Motion for Summary Judgment is Granted.

BACKGROUND

The current breach of contract action stems from a transportation contract between School Express, Inc. (hereinafter referred to as Plaintiff) and Lincoln Intermediate Unit No. 12 (hereinafter referred to as Defendant). On or about August 1, 2012, Plaintiff and Defendant entered into a three-year contract where Plaintiff would provide transportation services to special needs students assigned to them by Defendant. See Lincoln Intermediate Unit No. 12 Transportation Contract 2012-2015.¹

Thereafter, on October 22, 2014, Plaintiff filed a Complaint alleging in count 1 breach of contract and count 2 breach of contract (breach of the implied duty of good faith and fair dealing). Plaintiff avers "LIU's failure to assign the same number of students to School Express for the 2012-2013 school year as it had in the prior school year constitutes a breach of the Contract." Plaintiff's Complaint at p. 4, para. 19. Plaintiff avers those same actions by Defendant also constitute a breach of the implied duty of good faith. **Id.** at p. 5, para. 32.

On December 4, 2014, Defendant filed Defendant's Answer to Plaintiff's Complaint with New Matter and Counterclaim. Therein, Defendant denied breaching the contract. Defendant avers "School Express is not guaranteed any volume of students pursuant to the Agreement and, therefore, changes in the number of students cannot constitute a breach of the Agreement." Defendant's Answer to Plaintiff's Complaint with New Matter and Counterclaim at p. 5, para. 20.

On December 24, 2014, Plaintiff filed Reply to New Matter and Answer to Counterclaim. Subsequently, on March 24, 2016, Defendant filed Defendant's Motion to Compel Plaintiff's Responses to Discovery and For Sanctions. On April 27, 2016, Plaintiff filed Plaintiff's Answer to Defendant's Motion to Compel Discovery.

On September 19, 2016, Defendant filed Defendant's Motion for Summary Judgment. Defendant attached, as Exhibit A, a copy of the

¹ Exhibit A, Plaintiff's Complaint.

Lincoln Intermediate Unit No. 12 Transportation Contract 2012-2015, and, as Exhibit B, an excerpt from the deposition transcript of Heather Miller, Plaintiff's CEO and General Manager. Defendant argues the plain language of the Transportation Contract contradicts Plaintiff's contention that Defendant was to provide a certain number of students to Plaintiff each year.² Defendant contends since there was no requirement in the contract to provide "the same or substantially the same number of students to School Express as during prior school years" Defendant did not breach any contractual duty owed to Plaintiff. **Id.** at p. 3, para. 14 -15. Additionally, Defendant claims the two oral conversations cited by Plaintiff do not modify the contract.³ Finally, Defendant argues count two of Plaintiff's Complaint, a breach of the implied duty of good faith and fair dealing, fails as a matter of law.

On October 24, 2016, Plaintiff filed Plaintiff's Answer to Defendant's Motion for Summary Judgment. Plaintiff attached, as Exhibit A, a verified statement from Christopher M. Miller, Plaintiff's Business Manager. On November 3, 2016, Defendant filed its Brief in Support of Defendant's Motion for Summary Judgment.

On November 14, 2016, Plaintiff filed Plaintiff's Brief in Opposition to Defendant's Motion for Summary Judgment. Therein, Plaintiff argues because no schedule was attached to the contract, an ambiguity exists which allows the Court to look at evidence not a part of the contract in an effort to interpret it. See Plaintiff's Brief in Opposition at p. 7. Plaintiff also argues the contract was ambiguous as to the volume of students, but the volume can be obtained by looking at the course of dealing between the parties under the two previous contracts. **Id.** at p. 10. In regards to the breach of an implied duty of good faith and fair dealing, Plaintiff argues "[b]ad faith is clearly shown here by the LIU email of August 2nd showing the intent of the LIU to break its contract with SEI which had just been

² Furthermore, Defendant avers "the Agreement authorizes the LIU to alter the assignments made to the contractor, School Express, from time to time without any limitation." Defendant's Motion for Summary Judgment at p. 2, para. 9.

³ Defendant states the first oral discussion Plaintiff cites actually occurred in the beginning part of the summer, prior to the parties signing the Agreement. **Id.** at p. 5, para. 21. As such, that first conversation could not modify the Agreement "and any representation was subsumed by the Agreement." **Id.** at p.5, para. 22. Finally, Defendant argues the discussion between Dr. Thew and Dr. Zerth fails to establish that the parties mutually agreed to modify the Agreement's terms. **Id.** at p. 6, para. 25.

signed the day before.” **Id.** at p. 12. Plaintiff also argues a breach of the implied duty of good faith and fair dealing is not a separate cause of action but “another aspect of the breach of contract claim....” **Id.**

On November 16, 2016, Defendant filed its Reply Brief in Support of Defendant’s Motion for Summary Judgment. Defendant argues the language of the contract is unambiguous and does not impose upon Defendant a duty to assign Plaintiff a certain volume of students. Defendant also argues the fact the schedule was not attached to the contract does not make the contract ambiguous. Defendant contends both course of dealing and the implied duty of good faith and fair dealing “can’t override the express language of the Agreement.” Defendant’s Reply Brief at p. 3 - 4. Finally, Defendant states “[m]erely exercising its rights is not a violation of the duty of good faith.” **Id.** at p.4 - 5.

By Order of Court dated December 9, 2016, this Court requested Plaintiff to file within ten (10) days the missing attachment, “Exhibit 4” to the Verified Statement of Christopher M. Miller. On December 19, 2016, Plaintiff filed a Praecipe to Add Exhibit, submitting the missing attachment.

LEGAL STANDARD

Under the Pennsylvania Rules of Civil Procedure, a court may enter summary judgment when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. **Pa. R. Civ. P. 1035.2; Strine v. Commonwealth**, 894 A.2d 733, 737 (Pa. 2006). Summary judgment is only appropriate where the pleadings, depositions, answers to interrogatories, omissions and affidavits, and other materials demonstrate that there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. **Roche v. Ugly Duckling Car Sales, Inc.**, 879 A.2d 785, 789 (Pa. Super. 2005) (quotations and citations omitted). The burden of demonstrating the lack of any genuine issue of material fact falls upon the moving party, and, in ruling on the motion, the court must consider the record in the light most favorable to the non-moving party. **Id.** However, where a motion for summary judgment has been supported with depositions, answers to interrogatories, or affidavits, the non-moving party may not rest on the mere allegations or denials in its pleadings. **Accu-Weather, Inc.**

v. Prospect Commc'ns Inc., 644 A.2d 1251, 1254 (Pa. Super. 1994). Rather, the non-moving party must, by affidavit or in some other way provided for within the Rules of Civil Procedure, set forth specific facts showing that a genuine issue of material fact exists. *Id.* Summary judgment is only appropriate in those cases which are free and clear from doubt. *McConnaughey v. Bldg. Components, Inc.*, 637 A.2d 1331, 1333 (Pa. Super. 1994).

“The elements of a breach of contract are (1) the existence of a contract, (2) a breach of the duty imposed by the contract and (3) damages resulting from the breach.” *Sewer Auth. of the City of Scranton v. Pennsylvania Infrastructure Inv. Auth. of the Commonwealth of Pennsylvania and Paul Marchetti, in His Official Capacity as Exec. Dir.*, 81 A.3d 1031, 1041- 42 (Pa. Commw. Ct. 2013). “[I]n interpreting a contract, the ultimate goal is to ascertain and give effect to the intent of the parties as reasonably manifested by the language of their written agreement.” *Matthews v. Unisource Worldwide, Inc.*, 748 A.2d 219, 222 (Pa. Super. 2000) (internal quotations omitted). “The intention of the parties must be ascertained from the document itself, if its terms are clear and unambiguous.” *Agrecycle, Inc. v. City of Pittsburgh*, 783 A.2d 863, 868 (Pa. Commw. Ct. 2001) (citing *Sun Co. (R & M) v. Pennsylvania Tpk. Comm'n*, 708 A.2d 875 (Pa. Commw. Ct. 1998)). “A contract will be found ambiguous if, and only if, it is reasonably or fairly susceptible of different constructions and is capable of being understood in more senses than one and is obscure in meaning through indefiniteness of expression or has a double meaning.” *Samuel Rappaport Family P'ship v. Meridian Bank*, 657 A.2d 17, 21 (Pa. Super. 1995). “[C]ourts are responsible for deciding whether, as a matter of law, written contract terms are either clear or ambiguous...” *Id.* at 22.

“The Restatement (Second) of Contracts section 205 provides that ‘[e]very contract imposes upon each party a duty of good faith and fair dealing in its performance and its enforcement.’” *Agrecycle*, 783 A.2d at 867. Good faith is defined as “honesty in fact in the conduct or transaction concerned.” *Donahue v. Fed. Exp. Corp.*, 753 A.2d 238, 242 (Pa. Super. 2000) (internal quotation and citation omitted). “In Pennsylvania, the courts have recognized the duty of good faith only in limited situations.” *Agrecycle*, 783 A.2d at 867.

More specifically, the duty of good faith may not be implied where (1) a plaintiff has an independent cause of action to vindicate the same rights with respect to which the plaintiff invokes the duty of good faith; (2) such implied duty would result in defeating a party's express written contract by imposing obligations that the party contracted to avoid; or (3) there is no confidential or fiduciary relationship between the parties.

Id. (internal citations omitted).

“[O]nce a contract has been formed, its terms may be modified only if both parties agree to the modification....” *J.W.S. Delavau, Inc. v. E. Am. Transp. & Warehousing, Inc.*, 810 A.2d 672, 681 (Pa. Super. 2002). “[A] written agreement can be modified by a subsequent oral agreement provided the latter is based upon a valid consideration and is proved by evidence which is clear, precise and convincing.” *Pellegrine v. Luther*, 169 A.2d 298, 299 (Pa. 1961).

DISCUSSION

Defendant argues summary judgment is appropriate because the express language of the contract prevents Plaintiff from claiming Defendant breached the contract and the unambiguous language of the contract does not change this. Defendant argues they “had no duty under the Agreement to assign students to School Express” and “no duty under the Agreement to assign the same or substantially the same number of students to School Express as during prior school years.” Defendant’s Motion for Summary Judgment at p. 3, para. 13 - 14. Therefore, because Defendant was not under a duty to provide a certain volume of students, Defendant could not have breached the contract. In support of their argument, Defendant cites the plain language of the transportation contract.

Plaintiff initially concedes the contract’s language does not require Defendant to provide Plaintiff a certain number of students each year. However, Plaintiff asserts, based on the course of dealings between the parties over the last six years it was reasonable for Plaintiff to believe Defendant would assign the same volume of students. Therefore, because Defendant did not assign the same volume of students, Defendant breached the contract. See Plaintiff’s Answer to Defendant’s Motion for Summary Judgment at para. 6-11. Plaintiff

also argues the contract is ambiguous as to the volume of students and because the contract references an attached schedule, which is not in fact attached. See Plaintiff's Brief in Opposition at p. 7, 10.

To establish a claim for a breach of contract, a party must establish "the existence of a contract, (2) a breach of the duty imposed by the contract and (3) damages resulting from the breach." *Sewer Authority*, 81 A.3d at 1041-1042. As mentioned in *Samuel Rappaport Family P'ship*, *supra*, it is the duty of the court to determine whether the language of a contract is ambiguous. 657 A.2d at 22. A contract is ambiguous if "it is reasonably or fairly susceptible of different constructions and is capable of being understood in more senses than one...." *Id.* at 21.

Since the language of the contract is clear and not ambiguous, this Court may not consider extrinsic or parol evidence to determine the intent of the parties. *See Samuel Rappaport Family P'ship*, 657 A.2d at 21 ("Where the contract terms are ambiguous and susceptible of more than one reasonable interpretation... the court is free to receive extrinsic, i.e., parol evidence, to resolve the ambiguity."). The plain language of paragraph 1 of the transportation contract is not ambiguous as to how many students Defendant is to provide. The relevant portion of the contract states "CONTRACTOR agrees to provide transportation for school students designated by LIU."⁴ Noticeably absent is any mention of a specific number of students that must be assigned. Furthermore, the contract gives Defendant the right to "alter the transportation (routes, times, students, trips, etc.) to be provided by CONTRACTOR under this Agreement."⁵ This Court finds the written contract terms are not ambiguous or capable of more than one interpretation. Therefore, the intent of parties, based on the express language of the contract, was that Defendant was under no duty to provide Plaintiff with a certain volume of students every year.

Next, Defendant argues summary judgment is appropriate because the two conversations cited by Plaintiff do not establish an oral modification to the contract. Defendant argues the conversations lack the required mutual assent to modify the terms.

In Heather Miller's deposition transcript she describes the phone

4 Lincoln Intermediate Unit No. 12 Transportation Contract 2012 - 2015, para. 1; Exhibit A, Plaintiff's Complaint.

5 *Id.*

conversation with Defendant's previous transportation director Dave Smith.

A: I was told by someone that I needed to have the same amount of vans I needed the previous year to be used for the unit.

Q: Who told you that?

A: Dave Smith.

Q: Who is Dave Smith?

A: He was the previous transportation director at the LIU.

Q: And it sounds like you were talking about a particular conversation. Do you remember when that conversation took place?

A: I do not, sir.

Q: Do you remember the format of that conversation?

A: We were discussing that I had districts contacting me and that I wanted him to be aware of that, and the response was that it doesn't matter, as long as I still have - - you keep the students separate, which I had to, then you would need to keep the same amount of vans for us to transport students."

Miller Depo. pp. 24-25.

Later in the deposition Ms. Miller described the above referenced conversation with Mr. Smith in more detail.

Q: So he didn't tell you the number of students. He said something to the effect of, you'll need about the same number of vans?

A: Yes, sir.

Q: Do you remember anything else about that conversation other than him telling you you'll need the same number of vans?

A: It was always just that we had to keep the vans separate from the direct contract.

Q: Why did he tell you you'll need the same number of vans?

A: I don't know.

Q: Did you ask him, will I need to have the same number of vans?

A: It was what he stated. I just repeated it to make sure I understand.

Q: I'm not trying to be dense about this, but this is an important conversation. He just called you out of the blue and said, you'll need the same number of vans as last year? You responded by

saying, I need the same number of vans? He said yes, and that's all you remember from the conversation?

A: My calls to him were regarding us receiving additional work from school districts, and I was always very upfront and notified them. And the conversation was, as long as they don't - - they're not put on the same vans and they're kept separate and you have the vans, I need the same amount of vans."

Id. at pp. 90-91.

Ms. Miller also references a meeting between Dr. Thew and Miss Zeroth which occurred after Ms. Miller's phone conversation with Mr. Smith. Ms. Miller describes the meeting as follows: "There was a meeting with Dr. Thew and Miss Zeroth and I had to provide a list of drivers who still did not have work, which is in the emails, and I had to provide that to Dr. Thew so work could be found for those individuals but there was no work that could be found." **Id.** at p. 25.

Contract law is clear that "once a contract has been formed, its terms may be modified only if both parties agree to the modification ..." *J.W.S. Delavau, Inc.*, 810 A.2d at 681. Additionally, "a written agreement can be modified by a subsequent oral agreement provided the latter is based upon a valid consideration..." *Pellegrene*, 169 A.2d at 299. The conversations cited above fail to demonstrate any modification of the contract by either party, let alone the requisite mutual assent of the parties and consideration.

Finally, Defendant argues "there is no basis for School Express' breach of implied duty of good faith and fair dealing claim." Defendant argues Plaintiff's breach of the implied duty of good faith and fair dealing claim fails as a matter of law because none of the three circumstances where an implied duty can be imposed are present.

"[A] breach of the covenant of good faith and fair dealing is a breach of contract action, not an independent action for breach of a duty of good faith." *Hanaway v. Parkesburg Group, LP*, 132 A.3d 461, 471 (Pa. Super. 2015) (citing *LSI Title Agency, Inc. v. Evaluation Servs.*, 951 A.2d 384, 391 (Pa. Super. 2008)). "The covenant cannot be applied to afford the plaintiffs 'contractual protections that 'they failed to secure for themselves at the bargaining table.'" **Id.** at 474 (quoting *Winshall v. Viacom Intern., Inc.*, 76 A.3d 808, 816 (Del. 2013)). "In Pennsylvania, the courts have recognized the duty of good faith only in limited situations." *Agrecycle*, 783

A.2d at 867. The Commonwealth Court went on to state

the duty of good faith may not be implied where (1) a plaintiff has an independent cause of action to vindicate the same rights with respect to which the plaintiff invokes the duty of good faith; (2) such implied duty would result in defeating a party's express contractual rights specifically covered in the written contract by imposing obligations that the party contracted to avoid; or (3) there is no confidential or fiduciary relationship between the parties.

Id.

In *Agrecycle*, Plaintiff brought suit against Defendant arguing the city breached its contract and the implied covenant of good faith and fair dealing. **Id.** at 866. Specifically, "that the City failed to deliver the volumes of the compostable materials as represented in the Bid Specifications...." **Id.** at 866. In finding the implied duty of good faith inapplicable, the Commonwealth Court explained

[t]o impose the duty on the City to deliver the amount of the compostable materials estimated in the Bid Specifications . . . would be in total disregard of the unambiguous language in the Agreement rejecting such duty and would result in defeating the intention of the parties expressed in the Agreement. The City specifically contracted to avoid such duty in the Agreement.

Id. at 868.

Here, Plaintiff does have an independent cause of action, the breach of contract claim, which it could find relief under. Furthermore, the unambiguous language of the transportation contract provides Defendant with the right to alter the transportation, which includes the number of students. The contract never references a specific number of students Defendant must provide Plaintiff. As in *Agrecycle*, finding a breach of the implied duty of good faith would be in contravention to the express rights of the parties, as evidenced by their written contract. Finally, both parties agree the third situation listed in *Agrecycle* is inapplicable to the current case. As none of the aforementioned situations apply, Plaintiff's breach of the implied duty of good faith and fair dealing fails as a matter of law.

There is no genuine issue of material fact concerning the breach

of contract claim. The plain language of the transportation contract does not impose on Defendant any duty to assign a specific number or volume of students to Plaintiff. Additionally, the two conversations Plaintiff cites fail to establish the parties orally modified the contract. Moreover, the breach of an implied duty of good faith and fair dealing is inapplicable to the facts of this case.

Therefore, Plaintiff's Motion for Summary Judgment is Granted. Accordingly, the attached Order is entered.

AND NOW, this 24th day of January, 2017, upon consideration of Defendant's Motion for Summary Judgment, it is hereby **Ordered, Adjudged and Decreed** that Defendant's Motion for Summary Judgment is granted.

ESTATE NOTICES

NOTICE IS HEREBY GIVEN that in the estates of the decedents set forth below, the Register of Wills has granted letters, testamentary of or 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 ANITA L. BLOOM, DEC'D**

Late of Conewago Township, Adams County, Pennsylvania

Administratrix: Michelle L. Hoover, 4207 York Rd., New Oxford, PA 17350

Attorney: D.J. Hart, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

ESTATE OF HARRIET A. CAMERON a/k/a HARRIET ALICE CAMERON, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: Michael G. Cameron, 709 Brenton Street, Shippensburg, PA 17257

Attorney: John A. Wolfe, Esq., Wolfe, Rice & Quinn, LLC, 47 West High Street Gettysburg, PA 17325

ESTATE OF GAIL FRANTZ, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Co-Executors: Archie Graff, 390 Carroll's Tract Road, Fairfield, PA 17320; Karen Graff, 37 Main Trail, Fairfield, PA 17320

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

ESTATE OF MARY BEATRICE HALE, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Administratrix: Beverly E. Tracey, 5293 Roller Road, Manchester, MD 21102

Attorney: Amy E.W. Ehrhart, Esq., 118 Carlisle St., Suite 202, Hanover, PA 17331

ESTATE OF ROY M. JOHNSON, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executor: Luke E. Johnson, 6113 Eastcliff Drive, Baltimore, MD 21209

Attorney: John A. Wolfe, Esq., Wolfe, Rice & Quinn, LLC, 47 West High Street, Gettysburg, PA 17325

ESTATE OF WILLIAM M. MOONEY, SR. a/k/a WILLIAM M. MOONEY, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Executrix: Christine A. Mooney, 24 Beechwood Drive, Fairfield, PA 17320

Attorney: Todd A. King, Esq., Campbell & White, P.C., 112 Baltimore Street, Suite 1, Gettysburg, PA 17325-2311

ESTATE OF ROSS B. MYERS, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Personal Representative: ACNB Bank Trust Department, P.O. Box 4566, 1075 Old Harrisburg Road, Gettysburg, PA 17325

Attorney: Teeter, Teeter & Teeter, 108 West Middle Street, Gettysburg, PA 17325

ESTATE OF DEAN R. SPEELMAN, DEC'D

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Executrix: Brenda S. Starner, c/o Barbara Jo Entwistle, Esq., Entwistle & Roberts, 37 West Middle Street, Gettysburg, PA 17325

Attorney: Barbara Jo Entwistle, Esq., Entwistle & Roberts, 37 West Middle Street, Gettysburg, PA 17325

ESTATE OF VIRGINIA L. VASKO , DEC'D

Late of Latimore Township, Adams County, Pennsylvania

Co-Executors: Vicki M. Rohrbaugh, Mark K. Myers, David A. Myers, 885 Mountain Rd, York Springs, PA 17372

Attorney: John W. Stitt, Esq., 1434 W. Market Street, York PA 17404

SECOND PUBLICATION**ESTATE OF CHRISOSTOMOS M. ANGIORLIS, a/k/a CHRIS M. ANGIORLIS, DEC'D**

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Executrix: Cynthia M. Orendorff, 1050 Kilpatrick Road., Gettysburg, PA 17325

Attorney: Clayton A. Lingg, Esq., Mooney & Associates, 230 York Street, Hanover, PA 17331

ESTATE OF RICHARD L. BEAN, DEC'D

Late of Menallen Township, Adams County, Pennsylvania

Executor: Ronald D. Bean, 415 Lincolnway West, New Oxford, PA 17350

Attorney: Teeter, Teeter & Teeter, 108 West Middle Street, Gettysburg, PA 17325

ESTATE OF ROBERT S. KNOX, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executor: PNC Bank, National Association, c/o 100 East Market Street, York, PA 17401

Attorney: Alex E. Snyder, Esq., Barley Snyder LLP, 100 East Market Street, York, PA 17401

ESTATE OF REGINA H. ORNDORFF, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Co-Executrices: Merry G. Legg, 2807 Chambersburg Road, Biglerville, PA 17307; Molly M. Smith, P.O. Box 113, McKnightstown, PA 17343

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

ESTATE OF ROGER D. RACER, DEC'D

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Mr. David E. Racer, 2925 Centennial Road, Hanover, PA 17331

Attorney: Arthur J. Becker, Jr., Esq., Becker & Strausbaugh, P.C. 544 Carlisle Street Hanover, PA 17331

ESTATE OF GARY L. SHOWERS, SR., DEC'D

Late of Menallen Township, Adams County, Pennsylvania

Executor: Gary L. Showers, Jr., 386 Winding Brook Road, Biglerville, PA 17307

Attorney: Todd A. King, Campbell & White, P.C., 112 Baltimore Street, Gettysburg, PA 17325

ESTATE OF RITA M. WALTER, DEC'D

Late of the Borough of Bonneauville, Adams County, Pennsylvania

Executors: Philip F. Walter, 179 Joshua Road, Stafford, VA 22556; Michael J. Walter, 943 Linden Avenue, McSherrystown, PA 17344

Attorney: Keith R. Nonemaker, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

ESTATE OF MARY CLARE WEAVER a/k/a MARY CLARE O. WEAVER, DEC'D

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Executrix: Marybeth T. Smith, 355 E. Outer Drive, State College, PA 16801

Attorney: David C. Smith, Esq., 754 Edgegrove Road, Hanover, PA 17331

THIRD PUBLICATION

ESTATE OF REBEKAH FARACE, DEC'D

Late of Union Township, Adams County, Pennsylvania

Administrator: James Farace, c/o Sandra Yerger, P.O. Box 214, Littlestown, PA 17340

Attorney: Sandra Yerger, P.O. Box 214, Littlestown, PA 17340

ESTATE OF LONNIE K. GROVES, DEC'D

Late of Freedom Township, Adams County, Pennsylvania

Teresa L. Mitchell, 14 Blake Ct., Reisterstown, MD 21136

ESTATE OF CATHERINE C. HARMON, DEC'D

Late of Menallen Township, Adams County, Pennsylvania

Administrator: Gem R. Moore, 30 Boyds Schoolhouse Road, Biglerville, PA 17307

Attorney: Robert E. Campbell Esq., Campbell & White, P.C., 112 Baltimore Street, Gettysburg, PA 17325

ESTATE OF LEROY S. HARNER, DEC'D

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Keith L. Harner, 700 Hawthorne Street, York, PA 17404; Sandra K. Staub, 71 Littlestown Road, Littlestown, PA 17340

Attorney: Thomas E. Miller, Esq., Law Office of Thomas E. Miller, Esq., LLC, 249 York Street, Hanover, PA 17331

ESTATE OF JOHN C. KUNKEL a/k/a JOHN C. KUNKEL, Sr., DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Co-Executors: James A. Kunkel, 31 Tiffany Lane, Gettysburg, PA 17325; Judy Kunkel Ketterman, 240 York Street, Gettysburg, PA 17325

Attorney: Teeter, Teeter & Teeter, 108 West Middle Street, Gettysburg, PA 17325

ESTATE OF JAMES R. LEE a/k/a DICK LEE, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executrix: Mrs. Joanne E. Lee, 630 Harmony Drive, Apt. 158, New Oxford, PA 17350

Attorney: Todd A. King, Esq., Campbell & White, P.C., 112 Baltimore Street, Suite 1, Gettysburg, PA 17325-2311

ESTATE OF TILLIE W. WAGAMAN, DEC'D

Late of Menallen Township, Adams County, Pennsylvania

Co-Executors: Gary R. Wagaman, 330 Arendtsville Road, Biglerville, PA 17307; Kenneth E. Wagaman, P.O. Box 131, Bendersville, PA 17306; Randy F. Wagaman, 298 Opossum Hill Road, Aspers, PA 17304; Roger L. Wagaman, 1310 Gun Club Road, York Springs, PA 17372

Attorney: Robert E. Campbell, Esq., Campbell & White, P.C., 112 Baltimore Street, Suite 1, Gettysburg, PA 17325-2311