

Adams County **Legal Journal**

Vol. 53

August 26, 2011

No. 15, pp. 111-120

IN THIS ISSUE

STAMBAUGH VS. POIST

**Our Trust department
makes a business of caring
for other people's property.**

*Karen Arthur
Trust Officer*



**Trust and investment services from
a bank with a long history of trust.**

For more information or a free
consultation, please call 717.339.5062.

Member FDIC



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.

Subscribers should send subscriptions directly to the business office. Postmaster: Send address changes to Adams County Legal Journal, 117 BALTIMORE ST RM 305 GETTYSBURG PA 17325-2313.

Business Office – 117 BALTIMORE ST RM 305 GETTYSBURG PA 17325-2313. Telephone: (717) 334-1553

Periodicals postage paid at Gettysburg, PA 17325.

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—Orphan's Court, Gettysburg, Pennsylvania, for confirmation of accounts entering decrees of distribution on Friday, September 9, 2011 at 8:30 a.m.

HOFF—Orphan's Court Action Number OC-80-2011. The First and Final Account of Beth Watts, Ronald Hoff, and Wayne Hoff, Co-Executors of the Estate of Lovina E. Hoff, deceased, late of Borough of York Springs, Adams County, Pennsylvania.

ARAHOVAS—Orphan's Court Action Number OC-144-2010. The First and Final Account of William C. Kollas, Executor of Charalambos N. Arahovas, deceased, late of Gettysburg, Adams County, Pennsylvania.

McCARTHY—Orphan's Court Action Number OC-83-2011. The First and Final Account of Joseph R. Zeigler, Jr. and Marilyn W. Zeigler, Executors of Gerald C. McCarthy, deceased, late of Butler Township, Adams County.

McDOWELL—Orphan's Court Action Number OC-88-2011. The First and Final Account of John Prohovich, Sr., of Roberta McDowell, deceased, late of Oxford Township, Adams County, Pennsylvania.

Kelly A. Lawver
Clerk of Courts

8/26 & 9/2

NOTICE

NOTICE IS HEREBY GIVEN that W. SCOTT SANDUSKY, ESQUIRE, intends to apply in open court for admission to the Bar of the Court of Common Pleas of Adams County, Pennsylvania, on the 7th day of October 2011, and that he intends to practice law as an Assistant Public Defender in the Office of the Public Defender, County of Adams, 23 Baltimore Street, Gettysburg, Pennsylvania.

8/19, 26 & 9/2

INCORPORATION NOTICE

NOTICE IS HEREBY GIVEN that ROCK STAR EXPRESS, INC. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

Arthur J. Becker, Jr., Esq.
Becker & Strausbaugh, P.C.
Attorneys for Rock Star Express, Inc.
8/26

CERTIFICATE OF ORGANIZATION

NOTICE IS HEREBY GIVEN that a Certificate of Organization – Domestic Limited Liability Company was filed with the Commonwealth of Pennsylvania, Department of State, in Harrisburg, Pennsylvania, on August 17, 2011, under the provisions of the Pennsylvania Limited Liability Company Law of 1994 as amended.

The name of the Limited Liability Company is RUSSELL LAWRENCE, LLC.

Russell Lawrence, LLC has as its purpose the engaging in all lawful business for which limited liability companies may be organized.

Scott J. Strausbaugh, Esq.
Attorney for Russell Lawrence, LLC
8/26

STAMBAUGH VS. POIST

1. To establish a claim for common law fraud, a plaintiff must establish the following five (5) elements: 1) the misrepresentation of a material fact; 2) scienter; 3) an intention by the declarant to induce action; 4) justifiable reliance by the party frauded by the misrepresentation; and 5) damage to the party defrauded as a proximate result.

2. A claim based on unjust enrichment arises from quasi-contract, and a quasi-contract imposes a duty, not as a result of any agreement, whether express or implied, but in spite of the absence of an agreement, when one party receives unjust enrichment at the expense of another.

3. The elements of unjust enrichment are: 1) benefits conferred on defendant by plaintiff; 2) appreciation of such benefits by defendant; and 3) acceptance and retention of such benefits that it would be inequitable for defendant to retain the benefit without payment of value.

In the Court of Common Pleas of Adams County, Pennsylvania,
Civil, No. 10-S-1682, DOYLE RAY STAMBAUGH AND E.
DIANA STAMBAUGH VS. JOSEPH R. POIST.

John J. Mooney, III, Esq., for Plaintiffs

John M. Crabbs, Esq., for Defendant

Campbell, J., March 30, 2011

OPINION

Plaintiffs, Doyle Ray Stambaugh and E. Diana Stambaugh, initiated this action by filing a Complaint against Defendant, Joseph R. Poist, on October 1, 2010. In their Complaint, Plaintiffs allege eight (8) separate counts based on their late daughter, Michelle D. Stambaugh's, ownership of real property ("property") with Defendant as joint tenants with the right of survivorship and the ownership and maintenance of said property after their daughter's death.¹

In Count I – Breach of Contract, Plaintiffs allege that they entered into an agreement with Defendant to loan Defendant money to pay off the existing balance of the mortgage on the property, that Defendant agreed to repay Plaintiffs the full amount of the loan, and that Defendant has anticipatorily breached this agreement by stating he will not repay Plaintiffs for the loan. In Count II – Breach of Contract, Tax Deficiency, Plaintiffs allege that they entered into an agreement with Defendant to loan Defendant money to pay a tax deficiency associated with the property, that Defendant agreed to

¹ On October 1, 2010, Plaintiffs also filed a Praecipe for Lis Pendens against the property at issue.

repay Plaintiffs the full amount of the loan, and that Defendant has anticipatorily breached this agreement by stating he will not repay Plaintiffs for the money they loaned him to pay the tax deficiency. In Count III – Fraud, Mortgage Payment, Plaintiffs allege that to induce Plaintiffs into paying off the remaining balance of the mortgage on the property, Defendant represented to Plaintiffs that their sons were one-half owners of the property and that Plaintiffs would be repaid in full plus interest upon sale of the property. Plaintiffs further allege that Defendant made these representations to Plaintiffs with actual knowledge that his representations were false and that Plaintiffs justifiably relied on Defendant’s misrepresentations. In Count IV – Fraud, Tax Deficiency, Plaintiffs allege that to induce Plaintiffs into paying off the tax deficiency on the property, Defendant represented to Plaintiffs that their sons were one-half owners of the property and that Plaintiffs would be repaid in full upon sale of the property. Plaintiffs further allege that Defendant made these representations to Plaintiffs with actual knowledge that his representations were false and that Plaintiffs justifiably relied on Defendant’s misrepresentations. In Count V – Fraud, Estate Tax, Plaintiffs allege that to induce Plaintiffs into paying the inheritance tax that would have been due if Plaintiffs’ children had been devisees of the one-half interest in the property, Defendant represented to Plaintiffs that the decedent’s interest in the property would pass to Plaintiffs’ sons through probate. Plaintiffs further allege that Defendant made these representations to Plaintiffs with actual knowledge that his representations were false and that Plaintiffs justifiably relied on Defendant’s misrepresentations. In Count VI – Unjust Enrichment, Mortgage, Plaintiffs allege that they conferred a benefit to Defendant, specifically when they paid off the balance of the mortgage on the property, and it would be inequitable to allow Defendant to retain such a benefit. In Count VII – Unjust Enrichment – Tax Deficiency, Plaintiffs allege that they conferred a benefit to Defendant when they paid the tax deficiency on the property, and it would be inequitable to allow Defendant to retain such a benefit. Finally, in Count VIII – Unjust Enrichment, Estate Tax, Plaintiffs allege that they conferred a benefit to Defendant when they paid an estate tax on a non-existent one-half interest in the property, which in turn allowed Defendant to avoid paying a capital gain tax on the

property as a result of acquiring title as a joint tenant with the right of survivorship. Plaintiffs allege that it would be inequitable to allow Defendant to retain such a benefit.

Defendant filed Preliminary Objections on October 27, 2010, and a Brief in Support of his Preliminary Objections on November 5, 2010. In response to Defendant's Preliminary Objections, Plaintiffs filed an Answer to Defendant's Preliminary Objections on November 9, 2010, and a Brief in Opposition to Defendant's Preliminary Objections on November 24, 2010.

Presently, Defendant raises the following Preliminary Objections pursuant to Pennsylvania Rule of Civil Procedure 1028:

* * *

- (2) failure of a pleading to conform to law or rule of court...
- (3) insufficient specificity in a pleading
- (4) legal insufficiency of a pleading (demurrer).

Pa. R. Civ. P. 1028(a)(2)-(4).

Defendant first asserts that Plaintiffs' Complaint fails to comply to law or rule of court under Pennsylvania Rule of Civil Procedure 1028(a)(2) because it does not comply with Pennsylvania Rule of Civil Procedure 1019(h), which provides:

[w]hen any claim or defense is based upon an agreement, the pleading shall state specifically if the agreement is oral or written.

Pa. R. Civ. P. 1019(h).

According to Defendant, Plaintiffs' Count I – Breach of Contract, Mortgage Claim, and Count II, Breach of Contract, Tax Deficiency fail to state whether the alleged agreements between Plaintiffs and Defendant to pay the mortgage and tax deficiency were oral or written. This Court agrees.

Plaintiffs' breach of contract claim which is based upon an alleged agreement with Defendant relating to the mortgage payment provides:

Plaintiffs Doyle Ray Stambaugh and E. Diana Stambaugh and Defendant entered into an agreement, whereby Plaintiffs agreed to loan Defendant \$41,837.07 to pay off the existing balance on the mortgage attached to the

[p]roperty, and Defendant agreed to repay Plaintiff the full amount of the loan, plus an additional 3% interest, upon sale of the [p]roperty.

(Pls.' Compl. ¶ 18).

Likewise, Plaintiffs' breach of contract claim based upon an alleged agreement with Defendant relating to payment of a tax deficiency on the property provides:

Plaintiffs Doyle Ray Stambaugh and E. Diana Stambaugh and Defendant entered into an agreement, whereby Plaintiffs agreed to loan Defendant \$4,501.64 to pay the tax deficiency associated with the [p]roperty, and Defendant agreed to repay Plaintiff the full amount of the loan.

(Pls.' Compl. ¶ 23).

Plaintiffs maintain that the breach of contract claims in their Complaint are based on the words and actions of Defendant, but their Complaint only indicates that Defendant's words and actions reinforced Plaintiffs' belief that Plaintiffs' children were one-half owners of the property. **See Pls.' Compl. ¶ 9.** While Defendant's words and actions may have reinforced Plaintiffs' belief that their children were one-half owners of the property, that allegation does necessarily indicate that the agreements to pay the mortgage balance and tax deficiency between Plaintiffs and Defendant were oral agreements as Plaintiffs suggest. Rather, Plaintiffs have failed to indicate whether the agreement relating to payment of the mortgage payments in Count I and the agreement relating to payment of the tax deficiency in Count II are oral or written. Therefore, Defendant's Preliminary Objection based on Pennsylvania Rule of Civil Procedure 1019(h) is sustained.

Defendant next argues that Plaintiffs' Complaint fails to comply to law or rule of court under Pennsylvania Rule of Civil Procedure 1028(a)(2) because it does not comply with Pennsylvania Rule of Civil Procedure 1019(i) which provides:

[w]hen any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof, but if the writing or copy is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance in writing.

Pa. R. Civ. P. 1019(i).

Defendant bases this argument on paragraph six (6) of Plaintiffs' Complaint, which provides:

[d]uring probate, Plaintiffs Doyle Ray Stambaugh and E. Diana Stambaugh, believing they were otherwise going to receive decedant's [sic] one-half interest in the [p]roperty, both signed disclaimers to any interest they had in the [p]roperty.

(Pls.' Compl. ¶ 6).

Defendant alleges that Plaintiffs' Complaint does not indicate that Defendant was a party to the disclaimer, that Defendant had any relationship to the disclaimer, and that Defendant even knew about the disclaimer.

Plaintiffs' claims are based, in part, on the assertion that they signed written documents disclaiming any interest to Michele Stambaugh's one-half interest in the property, which led them to believe that Ms. Stambaugh's interest passed to her siblings. Moreover, Plaintiffs allege that during probate, Defendant knew that he owned the property with Ms. Stambaugh as joint tenants with the right of survivorship, but proceeded to act as if Plaintiffs' children, Ms. Stambaugh's siblings, were one-half owners of the property.

To the extent Plaintiffs intend to base some part of their claim upon their signed disclaimers, attachment of the disclaimers to the Complaint is required. Therefore, Plaintiffs should attach their signed disclaimers to their Complaint as the disclaimers are part of their claims against Defendant. Accordingly, Defendant's Preliminary Objection based on Pennsylvania Rule of Civil Procedure 1019(i) is sustained.

Defendant next argues that Plaintiffs' Complaint is deficient under Pennsylvania Rule of Civil Procedure 1028(a)(2) because it fails to include the appropriate heading as required by Pennsylvania Rule of Civil Procedure 1020(b), which provides:

[i]f persons join as plaintiffs under Rules 2228, 2229(a) or (e), the complaint shall state the cause of action, any special damage, and the demand for relief of each plaintiff in a separate count, preceded by a heading naming the parties to the cause of action therein set forth.

Pa. R. Civ. P. 1020(b).

While Plaintiffs' Complaint contains separate counts for each demand for relief, it fails to indicate the parties to each cause of action. Additionally, Plaintiffs' claims for Breach of Contract, Mortgage Payment and Breach of Contract, Tax Deficiency indicate that Plaintiffs entered into a contract with Defendant to pay the mortgage and tax deficiency, but then indicate that Defendant agreed to pay Plaintiff, not Plaintiffs, the full amount of each loan. **See Pls.' Compl. ¶¶ 18, 19.** Also, in support of the allegations contained in paragraph 18 of their Complaint, Plaintiffs attached Exhibit "B," which is a check to Bank of Hanover for the mortgage payment issued in the name of Plaintiff, E. Diana Stambaugh only. Likewise, in support of paragraph 19 of their Complaint, Plaintiffs attached Exhibit "C," which is a check to the Adams County Tax Claim Bureau with neither of Plaintiffs' names contained on it. Therefore, it is unclear from Plaintiffs' Complaint who specifically is asserting each claim against Defendant or if the claims are joint claims. Accordingly, Defendant's Preliminary Objection based on Pennsylvania Rule of Civil Procedure 1020(b) is sustained.

Defendant also argues that Plaintiffs' Complaint is deficient under Pennsylvania Rule of Civil Procedure 1021(a) because it contains an improper claim for relief. Rule 1020(a) provides:

[a]ny pleading demanding relief shall specify the relief sought. Relief in the alternative or of several different types, including an accounting may be demanded.

Pa. R. Civ. P. 1021(a).

Pennsylvania Rule of Civil Procedure 1021(c) further provides:

[i]n counties having rules governing compulsory arbitration the plaintiff shall state whether the amount claimed does or does not exceed the jurisdictional amount requiring arbitration referral by local rule.

Pa. R. Civ. P. 1021(c).

Pursuant to Adams County's Local Rule of Civil Procedure relating to compulsory arbitration:

[a]ll civil cases within the jurisdictional limits prescribed in Section 7361 of the Judicial Code (42 Pa. C.S. § 7361) shall be subject to arbitration pursuant to Adams C. Civ. R. 1302 et. seq.

Adams County Local Rule of Civ. P. 1301(a).

Under Section 7361(a) of the Judicial Code:

...when prescribed by general rule or rule of court such civil matters or issues therein as shall be specified by rule shall first be submitted to and heard by a board of three members of the bar of the court.

42 Pa. C.S.A § 7361(a).

However, Section 7361 also provides for certain limitations on compulsory arbitration. Specifically, Section 7361(b) provides that:

[n]o matter shall be referred under subsection (a):

- (1) which involves title to real property; or
- (2) where the amount in controversy, exclusive of interest and costs, exceeds \$50,000.

42 Pa. C.S.A. § 7361(b).

Instantly, Counts I, III, and VI of Plaintiffs' Complaint demand judgment in the amount of \$41,837.07, which is the alleged amount Plaintiffs loaned to Defendant to pay the mortgage and is clearly within the jurisdictional limit for compulsory arbitration. Similarly, Counts II, IV, and VII of Plaintiffs' Complaint demand judgment in the amount of \$4,501.64, which is the alleged amount Plaintiffs loaned to Defendant to pay the tax deficiency on the property and is clearly within the jurisdictional limit for compulsory arbitration. However, Counts V and VIII of Plaintiffs' Complaint relating to the estate tax demand judgment against Defendant in an amount equal to the payments from the estate of Michelle D. Stambaugh towards inheritance tax for the fictional one-half interest in the property. Problematically, there is no indication whether the amount demanded in Counts V and VIII is above or below the jurisdictional limits for compulsory arbitration. Therefore, Defendant's Preliminary Objection based on Pennsylvania Rule of Civil Procedure 1020(c), as it relates to Counts V and VII of Plaintiffs' Complaint, is sustained.

Defendant further argues that Plaintiffs' Complaint fails for insufficient specificity under Pennsylvania Rule of Civil Procedure 1028(a) (3). To determine if a complaint fails for insufficient specificity, the main inquiry is whether the complaint is sufficiently clear to enable the defendant to prepare his defense. *Rambo v. Greene*, 906 A.2d 1232, 1236 (Pa. Super. 2006) (citation and quotations omitted). Pursuant to Pennsylvania's Rules of Civil Procedure, averments of fraud or mistake must be stated with particularity. **Pa. R. Civ. P. 1019(b).**

According to Defendant, Plaintiffs' Complaint generally avers that Defendant by his "words and actions continually reinforced the idea [that] Plaintiffs' children were one-half owners [of the property]. (Pls.' Compl. ¶ 9). Specifically, Plaintiffs allege:

Defendant led Plaintiffs to believe Plaintiffs and their sons were working together with Defendant trying to sell the [p]roperty.

Since August 12, 2006, Plaintiffs and their sons have provided general upkeep and maintenance services to the [p]roperty.

(Pls.' Compl. ¶ 9(a)-(b)).

Beyond the allegations contained in paragraph nine (9) of their Complaint, Plaintiffs do not explain how Defendant's "words and actions" continued to reinforce their belief that Plaintiffs' children were one-half owners of the property, or explain specifically what Defendant's "words and actions" were. Plaintiffs allege that "Defendant led Plaintiffs to believe Plaintiffs and their sons" were working together to sell the property, but no further detail regarding how Defendant led Plaintiffs to this belief is provided by Plaintiffs. Details regarding Defendant's words and actions are particularly important because they are a component of Plaintiffs' fraud allegations against Defendant. Plaintiffs' Complaint fails to provide sufficient specificity as to the "words and actions" of Defendant as to enable Defendant to prepare his defense to this allegation. Accordingly, Defendant's Preliminary Objection based on Pennsylvania Rule of Civil Procedure 1028(a)(3) is sustained.

Finally, Defendant alleges that Plaintiffs' Complaint is legally deficient 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 the plaintiff pled, the plaintiff possesses a cause of action recognizable at law. *In re Adoption of S.P.T.*, 783 A.2d 779, 782 (Pa. Super. 2001). The court may not consider factual matters, no testimony or other evidence outside the complaint may be adduced, and the court may not address the merits of the matters represented in the complaint. *Id.*

Plaintiffs' Complaint alleges three (3) separate counts of fraud – Count III – Fraud, Mortgage Payment, Count IV – Fraud, Tax Deficiency and Count V – Fraud, Estate Tax. To establish a claim for

common law fraud, a plaintiff must establish the following five (5) elements:

- 1) the misrepresentation of a material fact;
- 2) scienter;
- 3) an intention by the declarant to induce action;
- 4) justifiable reliance by the party defrauded by the misrepresentation; and
- 5) damage to the party defrauded as a proximate result.

Colaizzi v. Beck, 895 A.2d 36, 39 (Pa. Super. 2006) (citation omitted).

Instantly, in all three (3) counts for fraud, Plaintiffs have generally pleaded the elements of fraud in their Complaint. Specifically, in each count of fraud, Plaintiffs have alleged that Defendant made a misrepresentation of material fact when he represented to Plaintiffs that their sons were one-half owners of the property. Plaintiffs further allege that Defendant made the representation with knowledge of his true interest in the property as a joint tenant with the right of survivorship. According to Plaintiffs' Complaint, Defendant made these misrepresentations to induce Plaintiffs to pay the mortgage, tax deficiency and estate tax and Defendant's misrepresentations led them to loan Defendant money for the mortgage (Count III) and the tax deficiency (Count IV), and also paid the inheritance tax (Count V), which demonstrates justifiable reliance on the part of the Plaintiffs. Finally, Plaintiffs have alleged that they have been damaged because Defendant has indicated that Plaintiffs' sons are not one-half owners of the property, and Defendant will not be repaying Plaintiffs for the amounts they paid for the mortgage, tax deficiency and estate tax. Therefore, based on these allegations, Plaintiffs have generally pleaded the elements of fraud, and, accordingly, Defendant's Preliminary Objections based on Pennsylvania Rule of Civil Procedure 1028(a)(4) as they relate to Plaintiffs' claims of fraud (Counts III, IV, V) are overruled.²

² However, as previously discussed in this Opinion, Defendant's Preliminary Objection as it relates to insufficient specificity under Pennsylvania Rule of Civil Procedure 1028(a)(3) is sustained. Defendant is entitled to more specificity regarding Defendant's alleged "words and actions" that led Plaintiffs to the belief that their sons were one-half owners of the property.

Plaintiffs' Complaint also alleges three (3) separate counts of unjust enrichment – Count VI – Unjust Enrichment, Mortgage, Count VII – Unjust Enrichment, Tax Deficiency, and Count VIII – Unjust Enrichment, Estate Tax. A claim based on unjust enrichment arises from quasi-contract, and “a quasi-contract imposes a duty, not as a result of any agreement, whether express or implied, but in spite of the absence of an agreement, when one party receives unjust enrichment at the expense of another.” *Stoeckinger v. Presidential Fin. Corp. of Delaware Valley*, 948 A.2d 828, 833 (Pa. Super. 2008). The elements of unjust enrichment are:

- 1) benefits conferred on defendant by plaintiff;
- 2) appreciation of such benefits by defendant; and
- 3) acceptance and retention of such benefits that it would be inequitable for defendant to retain the benefit without payment of value.

Id.

With respect to all three (3) counts relating to unjust enrichment, Plaintiffs' Complaint alleges that Plaintiff conferred a benefit to Defendant by paying the mortgage payment, tax deficiency, and estate tax on the property, and that Defendant benefitted from payment of the mortgage, tax deficiency and estate tax. Finally, Plaintiffs have alleged that it would be inequitable for Defendant to retain said benefit without repayment because Defendant knew and withheld from Plaintiffs the fact that Plaintiffs' sons did not have a one-half interest in the property. Plaintiffs, in counts VI, VII and VIII, have stated claims for unjust enrichment. Therefore, Defendant's Preliminary Objections based on Pennsylvania Rule of Civil Procedure 1028(a)(4) as they relate to Plaintiffs' claims for unjust enrichment (Counts VI, VII, VIII) are overruled.

For the reasons set forth herein, Defendant's Preliminary Objections to Plaintiffs' Complaint are sustained in part and overruled in part.

ORDER

AND NOW, this 30th day of March 2011, Defendant's Preliminary Objections to Plaintiffs' Complaint are sustained in part and overruled in part in accordance with the attached Opinion. Plaintiffs' Complaint is hereby dismissed without prejudice. Plaintiffs are granted twenty (20) days from the date of this Order to file an Amended Complaint.

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 NANCY ELLEN GOBRECHT, DEC'D**

Late of Reading Township, Adams County, Pennsylvania

Executrix: Marcy Hufnagle, c/o Daniel D. Worley, Esq., Worley & Worley, 101 E. Philadelphia St., York, PA 17401

Attorney: Daniel D. Worley, Esq., Worley & Worley, 101 E. Philadelphia St., York, PA 17401

ESTATE OF RAY E. GOLDEN, JR., DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Barbara K. Golden, 23 Davis Avenue, Gettysburg, PA 17325

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

ESTATE OF RUTHANNA JACOBS, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executrix: Patricia L. Mummert, c/o Matthew L. Guthrie, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

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

ESTATE OF PHYLLIS MARY KRAUSHAR a/k/a PHYLLIS KRAUSHAR, DEC'D

Late of Maryland

Executor: Anton D. Kraushar, c/o Samuel A. Gates, Esq., Gates & Gates, P.C., 250 York Street, Hanover, PA 17331

Attorney: Samuel A. Gates, Esq., Gates & Gates, P.C., 250 York Street, Hanover, PA 17331

ESTATE OF ANNE M. ROSENBERG, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executrix: Carole A. Schutz, 36103 Astoria Way, Avon, OH 44011

Attorney: Ronald J. Hagarman, Esq., 110 Baltimore Street, Gettysburg, PA 17325

ESTATE OF ARLENE G. STOUGH, DEC'D

Late of the Borough of East Berlin, Adams County, Pennsylvania

Gerald L. Stough, 345 Bermudian Creek Road, East Berlin, PA 17316

Attorney: Jan M. Wiley, Esq., The Wiley Group, P.C., 3 N. Baltimore Street, Dillsburg, PA 17019

ESTATE OF ELSIE MAY ZINN, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Dawn M. Peters, 315 Green Springs Road, Hanover, PA 17331; Dale L. Zinn, 140 Municipal Road, Hanover, PA 17331

Attorney: Thomas E. Miller, Esq., Miller & Shultz, P.C., 249 York Street, Hanover, PA 17331

SECOND PUBLICATION**ESTATE OF KIMBERLEE JOANNE LEISTER COX, DEC'D**

Late of the Borough of Carroll Valley, Adams County, Pennsylvania

Administrator: Joanne Leister, 22 Deer Trail, Fairfield, PA 17320

Attorney: John J. Murphy III, Esq., Patrono & Associates, LLC, 28 West Middle Street, Gettysburg, PA 17325

ESTATE OF SARAH R. FUSS, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Personal Representative: John M. Fuss, 76 E. Broadway, Gettysburg, PA 17325

Attorney: G. Steven McKonly, Esq., 119 Baltimore Street, Hanover, PA 17331

ESTATE OF DONALD L. HALL a/k/a DONALD LESTER HALL, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Ralph N. Hall, c/o Douglas H. Gent, Esq., Law Offices of Douglas H. Gent, 1157 Eichelberger Street, Suite 4, Hanover, PA 17331

Attorney: Douglas H. Gent, Esq., Law Offices of Douglas H. Gent, 1157 Eichelberger Street, Suite 4, Hanover, PA 17331

ESTATE OF MEILE HORJUS, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Administratrix c.t.a.: Sandra S. Kehr, 440 Kuhn Fording Rd., East Berlin, PA 17316

Attorney: Chester G. Schultz, Esq., 145 Baltimore Street, Gettysburg, PA 17325

ESTATE OF JAMES S. KRICHTEN, DEC'D

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Executors: James S. Krichten, Joan M. Riley and Kay Noble, c/o James T. Yingst, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

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

THIRD PUBLICATION**ESTATE OF PATRICIA A. JOYNER, DEC'D**

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executor: Earl W. Joyner, 287 S. Columbus Ave., Littlestown, PA 17340

