

**Chester  
County  
Bar  
Association**

# **Chester County Law Reporter**

(USPS 102-900)

*The Official Legal Publication for Chester County*

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Vol. 59

WEST CHESTER, PENNSYLVANIA, APRIL 21, 2011

No. 16

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# Chester County Law Reporter

(USPS 102-900)

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**Ground Hog Land Conservation vs. Heyburn**

Factual findings of court – Preservation of issues for appellate court – Agreement of sale

1. When a defendant's appeal is based upon a challenge to the Court's factual findings, the defendant's burden is a heavy one. The Court's findings will be upheld so long as they are supported by competent evidence.
2. The findings of fact of the trial judge must be given the same weight and effect on appeal as the verdict of a jury.
3. Only those issues raised in a post-trial motion which are briefed or argued before the court hearing the motion will be considered for appellate review
4. The agreement of sale permitted defendant to retain a portion of the property and to convey to plaintiff less than the entirety of the property. A conveyance of less than the entirety required subdivision approval by West Bradford Township, the municipality in which the property is located. The agreement is silent as to which party is required to obtain subdivision approval but plaintiff, with the acquiescence of defendant, proceeded with that effort. Before final subdivision approval was obtained, defendant declared the agreement of sale "null and void and of no further force and effect." The Court therefore awarded plaintiff damages in the amount of the option payment and the stipulated amount of expenses incurred together with prejudgment interest to the date of the decision. Defendant's contention that she did not breach the agreement of sale or that such breach was excused has not been preserved for appeal as it was not briefed in support of her post-trial motions. The Court Held its finding in favor of plaintiff and against defendant in the amount of \$600,411.65 on plaintiff's claim for breach of contract should be affirmed.

R.E.M.

C.C.P., Chester County, Pennsylvania Civil Action No. 08-12750; Ground Hog Land Conservation, L.P. vs. Shirley Heyburn

Gerald F. McCormick for Plaintiff

James S. Tupitza for Defendant

Shenkin, J., December 28, 2010:-

[Editor's note: An appeal was filed in this matter.]

GROUND HOG LAND CONSERVATION, L.P., Plaintiff	: IN THE COURT OF COMMON PLEAS : CHESTER COUNTY, PENNSYLVANIA :
VS.	: NO. 08-12750
SHIRLEY HEYBURN, Defendant	: CIVIL ACTION

Gerald F. McCormick, Esquire, Attorney for Plaintiff  
James S. Tupitza, Esquire, Attorney for Defendant

OPINION

Defendant filed an appeal on October 28, 2010, from our order of September 30, 2010, wherein we denied defendant’s motion for post-trial relief from our decision entered June 17, 2010, finding in favor of plaintiff and against defendant in the amount of SIX HUNDRED THOUSAND, FOUR HUNDRED AND ELEVEN and 65/100 (\$600,411.65) DOLLARS on plaintiff’s claim for breach of contract and in favor of the plaintiff and against the defendant on defendant’s counterclaim. The decision was reduced to judgment on October 11, 2010. Pursuant to Pa.R.A.P. No. 1925(a), we herewith file this opinion setting forth the reasons for our orders with respect to those issues preserved for appeal.

Following the filing of the appeal, appellant was directed to file a concise statement of the errors complained of on appeal and has done so.

Defendant’s 1925(b) statement contains two numbered paragraphs. In the first paragraph defendant states “The Trial Court committed an error of law and/or abuse of discretion in finding that Appellant was in default when any default was through no fault of Appellant.” It is not clear whether defendant is arguing that she did not default on the agreement or admitting that she did default but is arguing that she should not be held liable for such default because such default was not her fault. In any event, as discussed below, neither of these possible issues has been preserved for appeal. In that same paragraph, defendant also asserts that it was error to find damages pursuant to a “general default” provision of the contract rather than pursuant to a provision pertaining to an inability to convey the required quality of title. In the second paragraph of her statement, defendant asserts that we erred by finding against her on her counterclaim. Defendant asserts that she was entitled to recover on her counterclaim because it was plaintiff’s conduct which “caused Appellant to breach the contract.”

The facts of this matter are relatively simple. We note that for the most part the facts were stipulated to by the parties. See Joint Stipulation of Facts. To the limited extent that there was any dispute of fact, we credited the testimony of

the plaintiff's witnesses. The parties entered into agreements which eventually ripened into an agreement for purchase by plaintiff and the sale by defendant of real estate (the "property") owned by defendant. The agreement of sale permitted defendant to retain a portion of the property and to convey to plaintiff less than the entirety of the property. A conveyance of less than the entirety required subdivision approval by West Bradford Township, the municipality in which the property is located. The agreement is silent as to which party is required to obtain subdivision approval but plaintiff, with the acquiescence of defendant, proceeded with that effort. Before final subdivision approval was obtained, defendant declared the agreement of sale "null and void and of no further force and effect." Exhibit P-14. It is undisputed that settlement never took place and that by the time plaintiff was willing to go to settlement, defendant was not, having by then declared the agreement of sale to be "null and void and of no further force and effect". Although prior to declaring the agreement of sale to be terminated, defendant had declared herself willing to go to settlement, at that time she could not have delivered valid title to the property excepting out the "retained parcel" and she was never able to deliver valid title to only a portion of the property at any time prior to terminating the agreement of sale. Defendant did not offer to convey the entire property and confirmed during trial that she was never willing to do so. During the course of litigation defendant concocted the theory that she could have conveyed the entire property under and subject to an agreement to reconvey to her a portion of the property when such reconveyance was legally permissible (i.e. when subdivision approval had been obtained) but defendant had no right under the contract to such an arrangement even if, at the time she called for settlement, an offer to proceed in that manner had been made, **which, most significantly, it was not**, nor would plaintiff have had any obligation to accept such condition. No such arrangement was ever offered by defendant nor was such arrangement even ever discussed by the parties as a possibility. On these facts we found that defendant had breached her obligations under the contract between the parties and that the plaintiff had not breached any contractual obligation. Therefore, plaintiff is entitled to the damages as set forth in the contract, consisting of the return of the "Option Payment" and reimbursement of expenditures incurred in connection with preparing to complete settlement pursuant to the agreement of sale. The parties stipulated that those expenses were in the amount of \$263,472.96. We therefore awarded as damages the amount of the option payment and the stipulated amount of expenses incurred together with prejudgment interest to the date of the decision.

We now turn to the issues raised by defendant in her "Statement of Matters Complained of On Appeal" (sic). As noted above, defendant might be contending that we erred in finding that she had breached her contractual obligation to plaintiff. It is not clear that defendant is challenging any factual finding that we made and, perhaps, defendant is only arguing that on the clear facts of this case, her actions do not constitute a breach of contract or, perhaps, she is arguing that any breach by her

is excused because any such breach was through no fault of her own. However, to the extent, if any, that defendant's appeal is based upon a challenge to our factual findings, the defendant's burden is a heavy one. Our findings will be upheld so long as they are supported by competent evidence. "The findings of fact of the trial judge must be given the same weight and effect on appeal as the verdict of a jury. See [*Baney v. Eoute*, 784 A.2d 132, 135 (Pa.Super.2001)] (citation omitted). We consider the evidence in a light most favorable to the verdict winner. *John B. Conomos, Inc. v. Sun Co., Inc. (R & M)*, 831 A.2d 696, 703 (Pa.Super. 2003), *appeal denied* 577 Pa. 697, 845 A.2d 818 (2004). We will reverse the trial court only if its findings of fact are not supported by competent evidence in the record or if its findings are premised on an error of law. See *Cavallini v. Pet City and Supply*, 848 A.2d 1002, 1004 (Pa.Super.2004)." *Amerikohl Mining Company, Inc. v. Peoples Natural Gas Co.* 860 A.2d 547, 549 -550 (Pa.Super. 2004). In our view, the evidence supports (indeed, compels) the finding that defendant declared the agreement "null and void and of no further effect" at a time when she had no right to do so and based upon a demand that plaintiff complete settlement, see exhibit P-13, even though at that time defendant could not complete settlement in the manner required by the agreement of sale and would not have done so on any alternate basis. This action by defendant constitutes an unexcused breach of the agreement of sale. Defendant contends that any breach was through no fault of her own but offers no argument or rationale for such contention.

In any event, any contention by defendant that she did not breach the agreement of sale or that such breach was excused has not been preserved for appeal. Defendant did not argue this issue in either of its formulations in her brief in support of her post-trial motions. See Pa.R.C.P. No. 227.1(b)(2) ("post-trial relief may not be granted unless the grounds therefor...are specified in the motion"); *American Future Systems, Inc. v. Better Business Bureau of Eastern Pennsylvania*, 872 A.2d 1202, 1215 (Pa. Super. Ct. 2005) ("only those issues raised in a post-trial motion which are briefed or argued before the court hearing the motion will be considered for appellate review"); *Capital Care Corporation v. Hunt*, 847 A.2d 75, 86 (Pa.Super. 2004) (failure to argue issues in brief in support of post-trial motions results in waiver). Furthermore, "[a]s noted by the Superior Court in *Jackson* [*v. Kassab*, 812 A.2d 1233 (Pa.Super. 2002), *petition for allowance of appeal denied*, 573 Pa. 698, 825 A.2d 1261 (2003)] in order to effectuate the duty of trial courts to review and consider its determination under Pa. R.C.P. No. 227.1, parties should brief and argue the issues raised in post-trial motions. In *Jackson*, the court concluded that the '[a]ppellants' failure to brief and argue their post-trial motions resulted in the trial court being deprived of its opportunity to address the merits of their post-trial contentions.' *Id.*, 812 A.2d at 1235. As noted by the trial court here, even the dissenting opinion in *Jackson*, indicated that waiver will occur when a party elects to file a brief, but does not effectively set forth argument on an issue." *Browne v. Commonwealth of Pennsylvania*, 843 A.2d 429, 435 (Pa.Cmwlt. 2004).

In her brief in support of her post-trial motion, defendant stated that the only questions presented were whether we applied the correct measure of damages and whether we erred by finding against defendant on her counterclaims. No other issues have been preserved for appeal.<sup>1</sup>

As phrased by defendant, we erred “by holding Appellant in default under the general default paragraph 2.11.1 of the agreement and not in default for inability to convey title pursuant to paragraph 2.6.2.” Appellant’s Statement of Matters Complained Of. The effect of applying ¶2.11.1 rather than ¶2.6.2 is to include as damages the expenses incurred by plaintiff in reliance upon the agreement of sale.

The relevant provisions of the agreement are as follows.

Paragraph 2.11.1 of the agreement reads:

If seller fails to perform its obligations hereunder, as Buyer’s sole and exclusive right and remedy, Buyer may either (i) terminate this agreement by written notice to Seller or (ii) enforce specific performance of this Agreement. In the event Buyer elects to terminate this agreement, the Option Payment shall be returned to Buyer, Seller shall reimburse Buyer for all Buyer’s expenditures incurred or accrued prior to the date of termination, and this Agreement shall become null and void and have no further rights, obligations, or liabilities hereunder, except the payment of the Option Payment.

Paragraph 2.6.2 of the agreement reads:

If title to the Property cannot be conveyed to Buyer on Closing Date in accordance with the requirements of this Agreement, then Buyer at its option may either: (i) accepted such title as Seller can convey without any reduction in Purchase Price other than for Monetary Encumbrances, or (ii) terminate this

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<sup>1</sup>Even if the issue of whether or not defendant breached the agreement of sale were preserved for appeal, that contention would be without merit. Of course, not having been briefed, we cannot understand the basis upon which defendant makes that assertion. In any event, it is clear from the evidence presented that defendant breached the agreement by failing to make settlement and by declaring the option agreement to be “null and void and of no further force and effect” via letter on July 12, 2007. Exhibit P-14; See N.T. 4/14/10, p. 58-59.

Agreement, in which event (a) the Option Payment shall be returned to Buyer and (b) neither party shall have any other further rights, obligations, or liabilities under this Agreement.

Defendant argues that she breached the agreement because she was unable to provide at the time of settlement the quality of title required by ¶2.6.2 as set forth above. Defendant introduced no evidence at trial that her breach of contract had anything to do with an inability to convey good and marketable title. No closing was ever held. Defendant's statement that she was ready, willing and able to proceed to a settlement on July 12, 2007, was illusory as she would not have conveyed the property in its entirety and could not have conveyed anything less. The problem with defendant's argument is that defendant did not offer to convey the property to plaintiff. At the time when defendant called for settlement, the only title that she could have conveyed would have been title to the entire property and she was not willing to do so. Therefore, plaintiff did not have the option of accepting "such title as Seller can convey" as provided in ¶2.6.2 of the agreement of sale.

No closing was actually held. Defendant, through counsel, acknowledged that plaintiff would not proceed in the absence of subdivision approval. Defendant, through counsel, rejected plaintiff's position on the basis that "The Agreement of Sale is not contingent on any subdivision approval ... ." Exhibit P-13. Defendant failed to recognize that subdivision approval in this case was not for the benefit of buyer (as in the case where a buyer/developer may not want to purchase a property without assurance that the property can be developed as buyer intends) but was necessary for settlement to proceed on the only basis on which defendant was willing to proceed. When closing did not occur by the deadline set by defendant, she declared the agreement terminated. We found that defendant breached the agreement by failing to make settlement and by declaring the option agreement to be "null and void and of no further force and effect" via letter on July 12, 2007. Exhibit P-14; See N.T. 4/14/10, p. 58-59.

Therefore, we did not err in holding defendant responsible for the damages specified under the general default provision, ¶2.11.1.

Lastly, defendant claims that we erred in finding that "Appellant was not entitled to recover under her Counterclaim because the conduct of Appellee had caused Appellant to breach the contract." Appellant's Statement of Matters Complained of on Appeal. However, the evidence does not support a finding that defendant was caused to breach the contract because of any conduct or actions of plaintiff. As plaintiff did not breach the contract, there is no reason for plaintiff to be liable to defendant for damages. Defendant asserted counterclaims for damages done to the property while preparing the property for closing, for failure to pay real estate taxes on the property and for loss of rent. Defendant's first issue is with respect to real estate taxes. Defendant's argument that the agreement entitles her to



reimbursement of real estate taxes which she paid while the agreement was pending fails for two reasons. First, defendant never forwarded her real estate tax bills to plaintiff as was required by the contract. See N.T. 4/14/10, p. 166-167. The agreement states that “Seller shall promptly forward all real estate tax bills to Buyer . . .” Agreement ¶1.1.1.2. Defendant failed to comply with this obligation and cannot now claim that she is entitled to reimbursement for these payments.<sup>2</sup> Second, the real estate tax payments were to be “applied to and credited against the Purchase Price.” Agreement ¶1.1.1.2.<sup>3</sup> Defendant is not entitled to reimbursement for property taxes since the real estate taxes were meant to be set off against the purchase price and the purchase never went through. Under the agreement, plaintiff agreed to pay the real estate taxes and be credited with these payments against the purchase price. Since the property was never purchased, had the plaintiff paid the real estate taxes, it would have been entitled to be reimbursed for those payments as an expense incurred in connection with the agreement. As to the other two counterclaims, defendant simply did not put forth any credible evidence to support the counterclaims. We do not find from the evidence presented either that the plaintiff damaged the property or that plaintiff’s actions caused defendant to lose rents. Again, even if these facts had been proven, the fact that plaintiff did not breach any of its contractual obligations leaves defendant without any legal basis for recovery of her alleged losses.

For the foregoing reasons, we rendered the decision which underlies this appeal and submit that the decision and the judgment entered pursuant thereto should be affirmed.

BY THE COURT:

Date: December 28, 2010

/s/ Hon. Robert J. Shenkin

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<sup>2</sup> Furthermore, defendant testified that “I said well, that’s okay, I already paid them . . .” See N.T. 4/14/10, p. 166.

<sup>3</sup> Moreover, defendant “paid them [the taxes] because they [plaintiff] said they were going to deduct them from the purchase price.” See N.T. 4/14/10, p. 167.

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**CLERK OF THE ORPHANS' COURT  
DIVISION OF THE COURT OF COMMON PLEAS  
CHESTER COUNTY, PENNSYLVANIA**

**NOTICE OF FILING ACCOUNTS  
ACCOUNTS LISTED FOR AUDIT ON  
WEDNESDAY, MAY 4, 2011**

**Courtroom 15 at 9:00 A.M. PREVAILING TIME  
THE HONORABLE JOHN L. HALL**

Notice is hereby given to all parties interested, that accounts in the following matters have been filed in the Office of the Clerk of the Orphans' Court Division of the Court of Common Pleas of Chester County, Pennsylvania for AUDIT, CONFIRMATION AND DISTRIBUTION at the above date, time and place. At that time and place interested parties, claimants and objectors to the same will be heard.

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**ESTATE OF MARTHA ANN MCCOWAN, DECEASED** **1508-1454**

A/K/A MARTHA A. MCCOWAN

FIRST AND FINAL ACCOUNT

OF: ELIZABETH BARRETT HERNANDEZ, ADMINISTRATOR CTA

ATTORNEY(S):

H. MICHAEL COHEN, ESQUIRE

---

**ESTATE OF DENA BREWSTER, DECEASED** **1509-0626**

FIRST AND FINAL ACCOUNT

OF: NEIL W. HEAD, ADMINISTRATOR

ATTORNEY(S):

MARY RUTH LASOTA, ESQUIRE

---

**ESTATE OF CHARLES M. SMITH, DECEASED** **1509-0200**

FIRST AND INTERIM ACCOUNT

OF: WELLS FARGO BANK, N.A., EXECUTOR

ATTORNEY(S):

F. HARRY SPIESS JR, ESQUIRE

---

**CORPORATION NOTICE**

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on March 21, 2011 for Tohder Consulting Group, Inc., in accordance with the provisions of the Pennsylvania Corporation Law of 1988.

The purpose or purposes for which it was organized are: Health Care Consulting

WILLIAM J. MCLAUGHLIN, JR., Solicitor

23 S. Valley Road

P.O. Box 494

Paoli, PA 19301

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**CORPORATION NOTICE**

NOTICE IS HEREBY GIVEN that Certificate of Organization have been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of obtaining a Certificate of Organization-Domestic Limited Liability Company pursuant to the provisions of the Business Corporation Law of 1988, 15 Pa. C.S. Section 8913.

The name of the corporation is: Bridge Rd Associates, LLC.

Certificate of Organization-Domestic Limited Liability Company were filed on: March 25, 2011.

The purpose or purposes for which it was organized are: The corporation shall have unlimited power to engage in and do any lawful act concerning any or all lawful business for which corporation may be incorporated under the Pennsylvania Business Corporation Law, as amended.

TOM MOHR LAW OFFICE, P.C., Solicitors  
301 W. Market Street  
West Chester, PA 19382

**CORPORATION NOTICE**

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania for BRIAN DAVID RICH, INC., in accordance with the provisions of the Pennsylvania Business Corporation Law of 1988.

TONI LEE CAVANAGH, Solicitor  
112 West Front Street  
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**1st Publication**

**BAIR**, Robert T., Jr., late of Penn Township. Deborah Bair Weizenegger and Laurie Bair Deckers, care of DAVID L. MYERS, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executors. DAVID L. MYERS, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**BOOK**, Forrest C., Jr., late of West Caln Township. Forrest C. Book III and Dorl Hilton, care of NICHOLAS T. GARD, Esquire, 912 West Main Street, Suite 402, New Holland, PA 17557, Executors. NICHOLAS T. GARD, Esquire, Smoker Gard Associates LLP, 912 West Main Street, Suite 402, New Holland, PA 17557, atty.

**BURKE**, Mary E., late of Malvern. David L. Burke and Karen L. Martinez, care of DAVID M. FREES, III, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executors. DAVID M. FREES, III, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

**CARPENTER**, Ruth Emma Brown, late of West Bradford Township. Janice L. Russell, care of W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, Executrix. W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, atty.

**CLEAVER**, Charles B., Jr., late of Honey Brook Township. Donald M. Cleaver, 6476 Woodlake Road, Jupiter, FL 33458, Executor. WILLIAM R. HOURICAN, Esquire, 527 Swede Street, Norristown, PA 19401, atty.

**EPPS**, Tencley D., a/k/a T.D. Epps, late of Tredyffrin Township. Miriam LeB. Epps, 241 Steeplechase Road, Devon, PA 19333, Administratrix, CTA. BRIAN MC DEVITT, Esquire, Fox, Differ, Callahan, Sheridan & McDevitt, Three Penn Court, 325 Swede Street, Norristown, PA 19401, atty.

**FULMER**, Shirley M., late of Phoenixville. David C. Fulmer, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executor. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

**GIERSCH**, Daisy Mae, a/k/a Daisy M. Giersch, late of Honey Brook Township. Ellen J. McDevitt, 48 Kimberwick Circle, Glenmoore, PA 19343, Executrix. WILLIAM T. KEEN, Esquire, Keen, Keen & Good, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

**KACZYNSKI**, Mary E., late of City of Coatesville. GERALYN Kaczynski, 233 Charles Street, Coatesville, PA 19320, Executor. WILLIAM T. KEEN, Esquire, Keen, Keen & Good, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

**MADDEN**, Patrick A., a/k/a Patrick A. Madden, Jr., late of Caln Township. Sean Patrick Madden, care of DAVID W. WOOD, JR., Esquire, 203 West Miner Street, West Chester, PA 19382-2924, Executor. DAVID W. WOOD, JR., Esquire, Werner & Wood, 203 West Miner Street, West Chester, PA 19382-2924, atty.

**MATTHEWS**, Donna M., late of Borough of West Chester. Karon A. Matthews, 250 Homeville Road, Cochranville, PA 19330 and Karla L. Gentile, 410 Dalton Road, Oxford, PA 19363, Executors. ROBERT S. SUPPLEE, Esquire, Robert S. Supplee, P.C., 329 South High Street, West Chester, PA 19382-3336, atty.

**MOWERY**, Daniel W., late of East Goshen Township. Dianne H. Bauder, 12 Kristin Circle, Downingtown, PA 19335 and Daniel L. Mowery, 1333 Park Avenue, West Chester, PA 19380, Executors. BRETT B. WEINSTEIN, Esquire, Weinstein Law Offices, 705 W. DeKalb Pike, King of Prussia, PA 19406, atty.

**MURPHY**, Rosemary E., late of Borough of Malvern. PNC BANK, National Association, Debra Swan-Sylvester, Vice-President, 200 W. Lancaster Ave., Ste. 200, Wayne, PA 19087, Executor. JOSEPH C. BRIGHT, Esquire, Cozen & O'Connor, P.C., 1900 Market Street, Philadelphia, PA 19103, atty.

**PLATT**, Fletcher N., Sr., a/k/a Fletcher N. Platt, late of Kennett Square. Fletcher N. Platt, Jr., care of EARL K. RIGLER, JR., Esquire, 128 E. State Street, P.O. Box 618, Kennett Square, PA 19348, Executor. EARL K. RIGLER, JR., Esquire, Rigler & D'Amico, LLC, 128 E. State Street, P.O. Box 618, Kennett Square, PA 19348, atty.

**POTOZNIAK**, Peter, late of East Vincent Township. Diane Winters and Ann Heatwole, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P. O. Box 289, Phoenixville, PA 19460, Administrators. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P. O. Box 289, Phoenixville, PA 19460, atty.

**REED**, Sandra C., a/k/a Sandy Reed a/k/a Sandra C. Conner a/k/a Sandy Conner a/k/a Sandra C. Sherman, late of East Pikeland Township. Robert T. Conner, 49 Boraton Road, Royersford, PA 19468, Executor. EDWARD A. SKYPALA, Esquire, 224 King Street, Pottstown, PA 19464, atty.

**SPADONI**, Serita Pereira, late of Borough of West Chester. Charles B. Spadoni, 116 South New Street, West Chester, PA 19382, Executor.

**VOGEL**, Eleanor C., late of Pennsbury Township. Stephen J. Vogel, care of MARY R. LASOTA, Esquire, 218 West Miner Street, West Chester, PA 19382-2925, Executor. MARY R. LASOTA, Esquire, Klein, Head & Head, LLP, 218 West Miner Street, West Chester, PA 19382-2925, atty.

**WARREN**, Chester W., Jr., late of West Vincent Township. Deborah N. Kolpak and Douglas Warren, care of JOSEPH A. BELLINGHERI, Esquire, 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, Executors. JOSEPH A. BELLINGHERI, Esquire, MacElree Harvey Ltd., 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, atty.

**WIDMANN**, Eileen A., late of Tredyffrin Township. Deborah Cecco, 14 Fairway Road, Paoli, PA 19301, Executrix. SEAN ARDES, Esquire, 5200 Hilltop Drive, Unit M-12, Brookhaven, PA 19015, atty.

**WINN**, Kathryn H., late of Borough of Elverson. Rodney L. Winn, 315 Fairview Drive, Lititz, PA 17543, Executor. R. DOUGLAS GOOD, Esquire, Good & Harris, LLP, 132 West Main Street, New Holland, PA 17557, atty.

**ZUK**, Paul, late of Penn Township. Paul J. Zuk, 5 Walnut Drive, Lincoln University, PA 19532, Executor. WILLIAM L. MCLAUGHLIN, JR., Esquire, 23 S. Valley Road, P.O. Box 494, Paoli, PA 19301, atty.

## 2nd Publication

**BARBIN**, John E., late of Spring City, PA. Beverly Barefield, Facility Reimbursement Officer, Southeastern Veterans' Center, One Veterans Drive, Spring City, PA 19475-1230, Administratrix. JOHN J. CANTWELL, JR., Esquire, Pennsylvania Department of Military and Veterans Affairs, Building 7-36, Fort Indiantown Gap, Annville, PA 17003-5002, atty.

**BRADSHAW**, Richard, late of Borough of West Chester. Adell Kochubka, care of STEPHEN J. OLSEN, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Executor. STEPHEN J. OLSEN, Esquire, Gawthrop Greenwood, PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

**CHOVANES**, Michael, a/k/a Michael Chovanes Jr., late of Chester County. Beverly Barefield, Facility Reimbursement Officer, One Veterans' Drive, Spring City, PA 19475-1241, Administrator. STEPHEN J. BUSHINSKI, Esquire, Office of Chief Counsel, Department of Military and Veterans Affairs, Building 7-36, Fort Indiantown Gap, Annville, PA 17003-5002, atty.

**COBLENTZ**, Homer R., late of Honey Brook Township. Martha F. Coblentz, 3642 Horseshoe Pike, Honey Brook, PA 19344, Executrix. LINDA KLING, Esquire, Kling & Fanning, LLP, 131 West Main Street, New Holland, PA 17557, atty.

**CRANDON**, Barbara C., late of Penn Township. Ruth C. Clark, 7 Raintree Road, Chadds Ford, PA 19317, Executor. W. JEFFREY WHITTLE, Esquire, Cooch and Taylor, P.O. Box 1680, Wilmington, DE 19899-1680, atty.

**CRYSLER**, Margaret R., late of Willistown Township. Elizabeth J. Cryslar, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executrix. ANDREW H. DOHAN, Esquire, Lentz, Cantor & Massey, Ltd., 460 E. King Road, Malvern, PA 19355-3049, atty.

**GRAHAM**, Garth K., late of East Goshen Township. Erika Wunsch Graham, care of JILL R. FOWLER, Esquire, 100 Four Falls, Suite 300, West Conshohocken, PA 19428, Executrix. JILL R. FOWLER, Esquire, Heckscher, Teillon, Terrill & Sager, P.C., 100 Four Falls, Suite 300, West Conshohocken, PA 19428, atty.

**HOLTAN**, Winnifred E., a/k/a Winifred E. Holtan, late of Uwchlan Township. Gwendolyn M. Holtan, care of LOUIS N. TETI, Esquire, 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, Executrix. LOUIS N. TETI, Esquire, MacElree Harvey, Ltd., 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, atty.

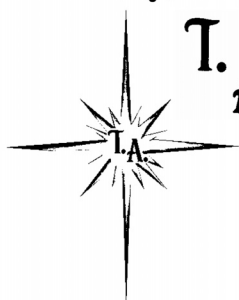
**HOPKINS**, Joan Lange, a/k/a Joan Coxé Hopkins, Joan Coxé Fletcher Hopkins, Joan Coxé Fletcher Lange Hopkins, late of Willistown Township. Robert T. Lange, Jr., care of EDWARD GERARD CONROY, Esquire, P. O. Box 885, West Chester, PA 19381-0885, Executor. EDWARD GERARD CONROY, Esquire, P. O. Box 885, West Chester, PA 19381-0885, atty.

**KLINK**, Geraldine F., late of East Coventry Township. Debra D. Keller, care of JACK F. WOLF, Esquire, P.O. Box 444, Pottstown, PA 19464, Executrix. JACK F. WOLF, Esquire, P.O. Box 444, Pottstown, PA 19464, atty.

**LINDNER**, Leslie A., late of Parkesburg. Heather A. Lindner, care of MICHAEL P. ROWAN, Esquire, 214 S. New Street, West Chester, PA 19382, Executrix. MICHAEL P. ROWAN, Esquire, 214 S. New Street, West Chester, PA 19382, atty.

**LUMINELLO**, Mary A., late of Borough of West Chester. Ida M. Scott and Dominic J. Luminello, Jr., care of JENNIFER A. JANIS, Esquire, 212 West Gay Street, West Chester, PA 19380, Executors. JENNIFER A. JANIS, Esquire, Tupitza & Associates, P.C., 212 West Gay Street, West Chester, PA 19380, atty.

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**MACKEY**, Patricia C., late of Borough of West Chester. R. David Mackey and Laurel DiPrimio, care of LYNDIA M. KELLY, Esquire, 1255 Drummers Lane, Suite 105, Wayne, PA 19087, Executors. LYNDIA M. KELLY, Esquire, Palmarella, Curry & Kelly, P.C., 1255 Drummers Lane, Suite 105, Wayne, PA 19087, atty.

**MCDANIEL**, Daniel R., a/k/a Daniel McDaniel, late of City of Coatesville. Adele D. Jankowski, care of SAMUEL G. FORTE, Esquire, 9225 Frankford Avenue, Philadelphia, PA 19114, Administratrix. SAMUEL G. FORTE, Esquire, 9225 Frankford Avenue, Philadelphia, PA 19114, atty.

**MENIGE**, George A., late of Borough of West Chester. Peter Fascia, CPA, Nihill & Riedley, P.C., The Public Ledger Building, Suite 800, 150 S. Independence Mall, West Philadelphia, PA 19106, Executor. MATTHEW A. LIPMAN, Esquire, McElroy, Deutsch, Mulvaney & Carpenter, LLP, 1617 John F. Kennedy Blvd, Suite 1500, Philadelphia, PA 19103-1815, atty.

**MEREDITH**, Sandra Mason, late of West Bradford Township. Edward J. Zonetti, Jr., care of JOSEPH A. BELLINGHIERI, Esquire, 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, Executor. JOSEPH A. BELLINGHIERI, Esquire, MacElree Harvey Ltd., 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, atty.

**PACIELLO**, Ann, late of West Chester, East Goshen Twp. Herbert Crane, 336 West Bay Dr., Venice, FL 34285, Executor.

**REDDISH**, John J., late of Pennsbury Township. Jorin Reddish and Robert G. Flynt, care of DAVID L. MYERS, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executors. DAVID L. MYERS, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**SHELTON**, Charles David, a/k/a C. David Shelton, late of East Nottingham Township. Helen K. Shelton, care of George G. Heiney, II, Esquire, P.O. Box 80, Oxford, PA 19363, Executor. George G. Heiney, II, Esquire, P.O. Box 80, Oxford, PA 19363, atty.

## **CHARLES T. DeTULLIO**

**Attorney at Law  
134 North Church St.  
West Chester, PA 19380  
610-436-5766**

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**\*Referral fees paid when permitted by the Rules of Professional Conduct. Fax and email available to referring attorneys.**

**SINAPI**, Erma, late of City of Coatesville. John Sinapi, 131 North Christiana Avenue, Gap, PA 17527, Executor. **ALAN J. JARVIS**, Esquire, Highlands Corporate Center, 495 Highlands Boulevard, Suite 109, Coatesville, PA 19320, atty.

**STEEN**, Beulah E., late of Uwchlan Township. William E. Steen and C. Raymond Steen, Jr., care of **DOLORES M. TROIANI**, Esquire, 131 Lancaster Avenue, Devon, PA 19333, Executors. **DOLORES M. TROIANI**, Esquire, 131 Lancaster Avenue, Devon, PA 19333, atty.

**TELISCHAK**, Barrie D., late of Coatesville, Penn Township. Susan T. Libman, 132 Nason Hill Road, Sherborn, MA 01770-1232, Administratrix. **KATHLEEN M. MARTIN**, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 East High Street, Pottstown, PA 19464-5426, atty.

**WEIDMAN**, James Henry, a/k/a James H. Weidman, late of Tredyffrin Township. Evelyn W. Ryder, 369 North Valley Forge Road, Devon, PA 19333 and Joy S. W. Brown, 140 Steeplechase Road, Devon, PA 19333, Executrices. **CHRISTOPHER S. DANA**, Esquire, 3914 Darby Road, Bryn Mawr, PA 19010, atty.

**ZEHNER**, David T., a/k/a David T. Zehner, Jr., late of Coatesville. Edward Zehner, 3 Wanoma Circle, Rehoboth Beach, DE 19971-7704, Executor. **TODD ALLEN ELLIOTT**, Esquire, Elliot Legal Services, 835 West Chester Pike, West Chester, PA 19382-4863, atty.

### 3rd Publication

**ALBURGER**, Ann E., late of East Goshen Township. Patricia Daniels, care of **DUKE SCHNEIDER**, Esquire, 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, Executrix. **DUKE SCHNEIDER**, Esquire, MacElree Harvey Ltd., 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, atty.

**BEHRNDT**, Alan L., late of West Whiteland Township. John T. Behrndt, care of **NIKOLAOS I. TSOUROS**, Esquire, 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, Executor. **NIKOLAOS I. TSOUROS**, Esquire, MacElree Harvey Ltd., 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, atty.

**BUCHOVECKY**, Delores A., late of East Caln Township. Robert J. Buchovecky, 131 Larson Drive, Downingtown, PA 19335 and Sharon L. Reitman, 704 Clover Ridge Drive, West Chester, PA 19380, Executors. **LINDA M. ANDERSON**, Esquire, Anderson Elder Law, 206 Old State Road, Media, PA 19063, atty.

**COSTELLO**, Helen, late of Exton/Uwchlan & West Whiteland Township. Nicholas Costello, 125 Township Line Road, Exton, PA 19341, Executor. **MICHAEL S. BLOOM**, Esquire, Bloom Law Firm, 2950 Conestoga Road, Glenmoore, PA 19343, atty.

**DELLO BUONO**, Emidio S., Jr., late of Willistown Township. Donna Dello Buono, care of **JILL R. FOWLER**, Esquire, 100 Four Falls, Suite 300, West Conshohocken, PA 19428, Executrix. **JILL R. FOWLER**, Esquire, Heckscher, Teillon, Terrill & Sager, P.C., 100 Four Falls, Suite 300, West Conshohocken, PA 19428, atty.

**DRISCOLL**, Lisa Marie, late of East Nottingham Township. Timothy D. Driscoll, care of **NANCY W. PINE**, Esquire, 104 S. Church Street, West Chester, PA 19382, Administrator. **NANCY W. PINE**, Esquire, Pine & Pine Law Offices, 104 S. Church Street, West Chester, PA 19382, atty.

**DUNLEAVY**, Joan E., late of West Chester. Stephen P. Dunleavy, care of **THOMAS A. PITT III**, Esquire, 214 S. New Street, West Chester, PA 19382, Executor. **THOMAS A. PITT III**, Esquire, 214 S. New Street, West Chester, PA 19382, atty.

**FISCHER**, Fred E., a/k/a Fred Edward Fischer, late of East Coventry Township. Nancy W. Pine, care of **NANCY W. PINE**, Esquire, 104 S. Church Street, West Chester, PA 19382, Administratrix. **C.T.A. NANCY W. PINE**, Esquire, Pine & Pine Law Offices, 104 S. Church Street, West Chester, PA 19382, atty.

**FOSTER**, Carolyn E., late of Kennett Square, Pennsbury Township. O. Wells Foster, 12 Carriage Lane, Newark, DE 19711 and Kristin F. Dance, 1099 Parkersville Road, West Chester, PA 19382, Executors. **WILLIAM B. DU PONT, JR.**, Esquire, Herdeg, Du Pont & Dalle Pазze, LLP, 15 Center Meeting Road, Wilmington, DE 19807, atty.

**HOUCK**, Robert D., late of East Coventry Township. Linda Moyer, care of JACK F. WOLF, Esquire, P.O. Box 444, Pottstown, PA 19464, Executrix. JACK F. WOLF, Esquire, Wolf, Baldwin & Assoc., P.O. Box 444, Pottstown, PA 19464, atty.

**HUTCHISON**, Helen N., late of East Goshen Township. Jeffrey R. Hutchison, care of ANTHONY MORRIS, Esquire, 118 West Market Street, Suite 300, West Chester, PA 19382-2928, Executor. ANTHONY MORRIS, Esquire, Buckley, Brion, McGuire, Morris & Sommer LLP, 118 West Market Street, Suite 300, West Chester, PA 19382-2928, atty.

**KELLY**, Joanne Marie, late of Westtown Township. Joseph J. Kelly, care of JAMES A. GILLIN, Esquire, 2 Old State Road, Media, PA 19063, Executor. JAMES A. GILLIN, Esquire, 2 Old State Road, Media, PA 19063, atty.

**KENNEDY**, Norman D., late of Pennsbury Township. Matthew W. Kennedy, care of LISA COMBER HALL, Esquire, A Professional Corporation, 27 S. Darlington Street, West Chester, PA 19382, Executor/Trustee. LISA COMBER HALL, Esquire, Hall Law Offices, A Professional Corporation, 27 S. Darlington Street, West Chester, PA 19382, atty.

**LAW**, William R., late of Kennett Square. Carol A. Law, care of Neil E. Land, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. Neil E. Land, Esquire, 213 E. State Street, Kennett Square, PA 19348, atty.

**MARVEL**, Marilyn F., late of West Goshen Township. Nancy M. Ohms, care of NANCY W. PINE, Esquire, 104 S. Church Street, West Chester, PA 19382, Executrix. NANCY W. PINE, Esquire, Pine & Pine Law Offices, 104 S. Church Street, West Chester, PA 19382, atty.

**QUINN**, Arlene C., late of Downingtown. Paul J. Quinn, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executor. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

**REAVILL**, Karen A., a/k/a Karen M. Reavill, late of Phoenixville, Schuylkill Township. David Reavill, care of JAMES F. CARNEY, Esquire, 18 Sentry Park West, Suite 300, Blue Bell, PA 19422, Executor. JAMES F. CARNEY, Esquire, 18 Sentry Park West, Suite 300, Blue Bell, PA 19422, atty.

**REESE**, Rosemary C., late of Elverson. Michael H. Reese, 1212 Hay Creek Road, Birdsboro, PA 19508 and Patrick J. Reese, 415 Twin County Road, Morgantown, PA 19543, Executors. CHRISTOPHER J. HARTMAN, Esquire, Hartman Shurr, 1100 Berkshire Blvd. Suite 301, P. O. Box 5828, Wyomissing, PA 19610, atty.

**REYNOLDS**, Anna M., a/k/a Ann M. Reynolds, late of West Brandywine Township. Douglas H. Wilt, care of STEPHEN M. LONG, Esquire, 558 West Uwchlan Avenue, Lionville, PA 19341, Executor. STEPHEN M. LONG, Esquire, Long & Ramsay, P.C., 558 West Uwchlan Avenue, Lionville, PA 19341, atty.

**ITTER**, Jeanette L., late of Borough of Pottstown. Sharon L. Latshaw, 230 Fairman Road, Muncy Valley, PA 17758, Executrix. CHARLES D. GARNER, JR., Esquire, 2050 E. High Street, Pottstown, PA 19464, atty.

**TKACZUK**, Nicholas, late of Honey Brook Township. Mary Ann Tkaczuk, 123 Mansion Road, Elverson, PA 19520-8722 and Attn: Deborah A. Connolly, Graystone Wealth Management, A Division of Graystone Tower Bank, 17 E. Market Street, West Chester, PA 19382-3150, Executors. ROBERT S. SUPPLEE, Esquire, 329 South High Street, West Chester, PA 19382-3336, atty.

**TONER**, William J., late of East Goshen Township. David C. Toner, care of MARIANNA F. SCHENK, Esquire, 30 South 17th Street, Philadelphia, PA 19103-4196, Executor. MARIANNA F. SCHENK, Esquire, Duane Morris, LLP, 30 South 17th Street, Philadelphia, PA 19103-4196, atty.

**TRAVIS**, Harrison Gerard, Sr., late of West Chester. Kimberly Anne Crossman, care of MARK S. PINNIE, Esquire, 218 West Front Street, Media, PA 19063, Executrix. MARK S. PINNIE, Esquire, Bernard, Mezzanotte, Pinnie and Seelaus, LLP, 218 West Front Street, Media, PA 19063, atty.

**USSLER**, William, Jr., late of East Coventry Township. Christine E. Ussler, 1949 Main Street, Bethlehem, PA 18017, Executrix. THOMAS L. HOFFMAN, Esquire, Wells, Hoffman, Holloway & Stauffer, LLP, 635 E. High Street, P.O. Box 657, Pottstown, PA 19464, atty.

**FICTITIOUS NAME**

*NOTICE is hereby given, pursuant to Fictitious Names Act of 1982, 54 Pa.C.S. Section 301 et seq., which repealed prior laws on the subject, any entity or entities (including individuals, corporations, partnership or other groups, which conduct any business in Pennsylvania under an assumed or fictitious name shall register such name by filing an application for registration of fictitious name with the Department of State for the conduct of a business in Chester County, Pennsylvania under the assumed or fictitious name, style or designation of*

Action Potential, with its principal place of business at 672 Kadar Drive, West Chester, PA 19382.

The application has been (or will be) filed on: March 2, 2011.

The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Action Potential, LLC, 672 Kadar Drive, West Chester, PA 19382.

BRIAN D. GONDEK, Solicitor  
Keller, Lisgar & Williams, LLP  
101 E. Darby Road  
Havertown, PA 19083

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Shrewsbury Enterprises, with its principal place of business at 588 Lancaster Court, Downingtown, PA 19335.

The application has been (or will be) filed on: November 4, 2010.

The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Nanci L. Burkey, 588 Lancaster Court, Downingtown, PA 19335.

This was filed in accordance with 54 Pa.C.S. 311.

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Allivia Art & Design, with its principal place of business at 401 Zynn Road, Downingtown, PA 19335.

The application has been (or will be) filed on: November 1, 2010.

The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Tonya Nicole Pagels, 401 Zynn Rd, Downingtown, PA 19335.

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August Poppy, with its principal place of business at 417 Winding Stream Road, Spring City, PA 19475.

The application has been (or will be) filed on: July 28, 2010.

The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Kelli Verbosh, 417 Winding Stream Road, Spring City, PA 19475 and Colleen Lynch, 715 Penguin Drive, Ocean City, MD 21842.

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**NONPROFIT CORPORATION**

NOTICE IS HEREBY GIVEN that Articles of Incorporation for a domestic nonprofit have been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a Certificate of Incorporation pursuant to the provisions of the Pennsylvania Nonprofit Corporation Law of 1988, Act of December 21, 1988 P.C. 1444 No. 177 as amended and supplemented. The name of the corporation is Fatu Siryon Foundation.

Articles of Incorporation were filed March 14, 2011

The purpose or purposes for which it was organized are as follows: To promote the advancement of quality education to disadvantaged children in Liberia, West Africa, by partnering with their communities and other organizations to provide comprehensive programs that would facilitate learning.

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**NONPROFIT CORPORATION**

NOTICE IS HEREBY GIVEN that on April 1, 2011, Articles of Incorporation were filed for The School and College Organization for Prevention Educators, a domestic nonprofit corporation, for the purpose of obtaining a certificate of incorporation of a proposed nonprofit corporation to be organized under the Pennsylvania Nonprofit Corporation Law of 1988 P.C. 1444 No. 177 as amended and supplemented. The corporation is incorporated for educational purposes.

Delaware Incorporators & Registration Service, LLC

Sole Incorporator

By: Jeffrey K. Simpson  
Vice President

---

**NONPROFIT CORPORATION**

NOTICE IS HEREBY GIVEN that on April 1, 2011, Articles of Incorporation were filed for The National Behavioral Intervention Team Association, a domestic nonprofit corporation, for the purpose of obtaining a certificate of incorporation of a proposed nonprofit corporation to be organized under the Pennsylvania Nonprofit Corporation Law of 1988 P.C. 1444 No. 177 as amended and supplemented. The corporation is incorporated for educational purposes.

Delaware Incorporators & Registration Service, LLC

Sole Incorporator

By: Jeffrey K. Simpson  
Vice President

---

**NONPROFIT CORPORATION**

NOTICE IS HEREBY GIVEN that on April 1, 2011, Articles of Incorporation were filed for The Association for Title IX Administrators, a domestic nonprofit corporation, for the purpose of obtaining a certificate of incorporation of a proposed nonprofit corporation to be organized under the Pennsylvania Nonprofit Corporation Law of 1988 P.C. 1444 No. 177 as amended and supplemented. The corporation is incorporated for educational purposes.

Delaware Incorporators & Registration Service, LLC

Sole Incorporator

By: Jeffrey K. Simpson  
Vice President

---

**NONPROFIT CORPORATION**

NOTICE IS HEREBY GIVEN that an application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a charter of a Nonprofit Corporation which was organized under the provisions of the Pennsylvania Nonprofit Corporation law of 1988.

The name of the corporation is Kennett Middle School PTO.

Articles of Incorporation were filed March 3, 2011

The purpose or purposes for which it was organized are as follows: The corporation is organized exclusively for charitable and educational purposes, including for such purposes the making of distributions to organizations that qualify as exempt organizations under section 501 (c )(3) of the Internal Revenue Code, or corresponding sections(s) of any and all future federal tax codes(s).

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**1st Publication****NOTICE OF DISBARMENT**

Notice is hereby given that by Order of the Supreme Court of Pennsylvania dated April 6, 2011, Daniel L. McCaughan is DISBARRED ON CONSENT from the Bar of this Commonwealth, retroactive to September 22, 2009.

Elaine M. Bixler

Secretary of the Board

The Disciplinary Board of the  
Supreme Court of Pennsylvania

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**NOTICE OF ACTION IN MORTGAGE FORECLOSURE  
IN THE COURT OF COMMON PLEAS OF CHESTER COUNTY, PENNSYLVANIA**

**CIVIL ACTION - LAW**

WELLS FARGO BANK, N.A.  
Vs.

COURT OF COMMON PLEAS

CIVIL DIVISION

UNKNOWN HEIRS, SUCCESSORS, ASSIGNS,  
AND ALL PERSONS, FIRMS, OR ASSOCIATIONS  
CLAIMING RIGHT, TITLE OR INTEREST FROM  
OR UNDER BRUCE E. FIGGATT, DECEASED

CHESTER COUNTY

NO. 10-14278

**NOTICE**

To UNKNOWN HEIRS, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS, OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER BRUCE E. FIGGATT, DECEASED:

You are hereby notified that on November 29, 2010, Plaintiff, WELLS FARGO BANK, N.A., filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of CHESTER County Pennsylvania, docketed to No. 10-14278. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 1518 MANLEY ROAD, UNIT B-38, WEST CHESTER, PA 19382-7794 whereupon your property would be sold by the Sheriff of CHESTER County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

**NOTICE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

CHESTER COUNTY  
LAWYER REFERRAL SERVICE  
CHESTER COUNTY BAR ASSOCIATION  
15 W. GAY STREET  
WEST CHESTER, PA 19380  
(610) 429-1500

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**2nd Publication**

**DOWNINGTOWN AREA SCHOOL DISTRICT  
CHESTER COUNTY, PENNSYLVANIA  
PUBLIC NOTICE**

NOTICE IS GIVEN that a hearing shall be conducted on the Petition of the Board of School Directors of the Downingtown Area School District to Sell Unnecessary Lands and Buildings by Private Sale ("the Petition") on Friday, April 29, 2011, in Courtroom # 3 of the Chester County Justice Center, 201 W. Market Street, West Chester, PA at 1:30 p.m. The purpose of the hearing is to address Downingtown Area School District's ("the School District") Petition for approval to sell by private sale, under the terms set forth below and contained in the Petition, the School District's former warehouse located at 320 Boot Road, East Caln Township, Chester County, Pennsylvania also known as tax parcel number 40-03-0011.060E, deed reference Book 7051 page 1713 ("the Property").

The Property is approximately two acres and is improved with a 20,008 square feet flex warehouse with related improvements, including approximately 2000 square feet of finished administrative space within the warehouse and an asphalt parking area. The warehouse is also improved with a gas fired heater, a fire suppression sprinkler system, six roll-up doors and fluorescent lighting throughout and is serviced by public water, public sewer and natural gas. The Property is located within the I-1 Industrial Zoning District of East Caln Township.

The Property is being sold pursuant to an Agreement of Sale to Michael Homaijani ("the Purchaser") with an address of Import Cars of West Chester, 700 East Market Street, West Chester, PA 19382. The Purchaser has offered \$1.9 Million for the Property and has offered to pay all real estate transfer tax. The School District has agreed to pay a broker's fee to Times Real Estate, Inc. in the amount of 3% of the purchase price. The School District seeks Court approval at the hearing on the date and time set forth above to the sell the Property to Purchaser by private sale pursuant to the Pennsylvania School Code of 1949, 24 P.S. §7-707(3) under these terms and conditions and as further set forth in the Agreement of Sale.

At the hearing, the School District shall offer evidence in support of its Petition. The hearing shall be open to the public. Any interested persons may appear and participate at the hearing and may offer evidence in support of or in opposition to the School District's Petition. The Petition and the Agreement of Sale may be reviewed upon request during regular business hours at the Administrative Offices of the School District, 540 Trestle Place Downingtown, PA 19335, c/o Richard A. Fazio, (610) 269-8460. For more information, please contact:

Guy A. Donatelli, Esquire  
Lamb McErlane PC  
24 East Market Street  
West Chester, PA 19381  
Direct Dial: (610) 701-4419  
Facsimile: (610) 692-0877  
Email: [gdonatelli@chescolaw.com](mailto:gdonatelli@chescolaw.com)

Guy A. Donatelli, Solicitor Downingtown Area School District

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**3rd Publication****ADVERTSIMENT OF EXISTENCE OF  
TRUST NOTICE**

Trust Estate of JOHN A. POOLEY, deceased,  
late of Pennsbury Township, Chester County,  
Pennsylvania. All persons having claims or  
demands against the Trust Estate of JOHN A.  
POOLEY are requested to make known the same  
and all persons indebted to the said decedent are  
requested to make payment without delay to:

Christopher G. Pooley, Trustee  
c/o Larmore Scarlett LLP  
P.O. Box 384  
Kennett Square, PA 19348

L. Peter Temple, Esquire  
Larmore, Scarlett LLP  
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- Responsible for quality and timeliness of legal filings, contracts, ordinances and other legal documents associated with County operations.
- Serves as the County's chief strategist and public liaison on legal issues.
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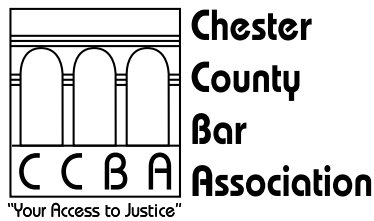
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# Chester County Law Reporter

*The Official Legal Publication for Chester County*

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The *Chester County Law Reporter* is published weekly, 52 issues per year. The rates listed below represent an ad run for 13 consecutive issues. Ad copy must be submitted "camera ready" or submitted via e-mail as a TIFF or JPEG file. For more information, contact **Stephanie Gibbs at 610-692-1889, or by e-mail: [sgibbs@chescobar.org](mailto:sgibbs@chescobar.org)**

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