

Adams County Legal Journal


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IN THIS ISSUE

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FICTITIOUS NAME NOTICE

NOTICE IS HEREBY GIVEN that an Application has been filed under the Fictitious Names Act, 54 Pa. C.S. " 311 et seq., as amended, with the Secretary of the Commonwealth, in Harrisburg, Pennsylvania, on May 31, 2016, for conducting business under the assumed or fictitious name of MCILHENNY BANNERS. The address of the principal office or place of business to be carried on under or through the fictitious name is: 1219 Chambersburg Road, Gettysburg, Pennsylvania 17325. The name and address of the only entity which is a party to the registration is: Graphcom, Inc., 1219 Chambersburg Road, Gettysburg, Pennsylvania 17325.

John S. Phillips, Esq.
Phillips & Phillips
101 W. Middle St.
Gettysburg, PA 17325

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LEGAL NOTICE

IN THE COURT OF COMMON PLEAS
OF ADAMS COUNTY, PENNSYLVANIA
CIVIL ACTION - EQUITY
NO. 15-SU-1448
Action to Quiet Title

ROBERT J. MONAHAN, JR. and LAURIE
H. MONAHAN, husband and wife,
Plaintiffs

vs.
TRAVEL RESORTS OF GETTYSBURG,
LLC

GREGORY E. RUTH
MARIAN D. RUTH
WILLIAM J. CONROY
SHARON A. CONROY
LARRY E. MILLER
AMY L. MILLER
UNITED STATES OF AMERICA
HAVERFIELD INTERNATIONAL, INC.
DYLAN AVIATION, LLC
KYLE J. MESSICK
RACHEL R. MESSICK
WILLIAM J. MERRITT
Defendants

TO: WILLIAM J. MERRITT HIS HEIRS,
ADMINISTRATORS, SUCCESSORS
AND ASSIGNS

AND NOW, this 19th day of May, 2016
it appearing that a Complaint with
Notice to Defendants was filed herein on
December 17, 2015, and that the same

was served on Defendants, Travel
Resorts of Gettysburg, LLC, Gregory E.
Ruth, Marian D. Ruth, William J. Conroy,
Sharon A. Conroy, Larry E. Miller, Amy L.
Miller, United States of America,
Haverfield International, Inc., Dylan
Aviation, LLC, Kyle J. Messick and
Rachel R. Messick, by Sheriff Service,
and on William J. Merritt, his heirs,
administrators, successors and assigns,
by publication pursuant to Order of
Court dated April 8, 2016, on dates set
forth in an Affidavit of Service filed of
record; and it further appearing that no
appearance or any answer or other
pleading has been filed herein on behalf
of any Defendants within the time allot-
ted by law for the same, and, therefore,
upon motion of Bernard A. Yannetti,
Esq., of Hartman & Yannetti, attorney for
Plaintiff, IT IS HEREBY ORDERED AND
DIRECTED that judgment by default be
and the same is hereby entered in favor
of Plaintiffs, Robert J. Monahan, Jr. and
Laurie H. Monahan, and against Travel
Resorts of Gettysburg, LLC, Gregory E.
Ruth, Marian D. Ruth, William J. Conroy,
Sharon A. Conroy, Larry E. Miller, Amy L.
Miller, United States of America,
Haverfield International, Inc., Dylan
Aviation, LLC, Kyle J. Messick, Rachel
R. Messick and William J. Merritt, their
heirs, administrators, successors and
assigns.

AND IT IS FURTHER ORDERED AND
DIRECTED that the said Defendants be
and the same hereby are forever barred
from asserting any claim inconsistent
with the facts and remedies set forth in
the Complaint with respect to the land
herein described:

The subject property is a tract of land
known as 1859 Emmitsburg Road,
Gettysburg, Pennsylvania, Cumberland
Township, Adams County; BEING THE
SAME WHICH Robert L. Morris and
Bonnie C. Morris, husband and wife, by
a Deed dated August 20, 1991, and
recorded in the Office of the Recorder of
Deeds of Adams County, Pennsylvania,
in Record Book 597 at page 666, sold
and conveyed unto Robert J. Monahan,
Jr. and Laurie H. Monahan.

The subject of this Action is covenants
and/or restrictions evidenced in Deed
Book 219 at page 82, Deed Book 279 at
page 463, Deed Book 304 at page 264,
Deed Book 319 at page 494, Record

Book 353 at page 907, 363 at page 204
and the present owners deed at Record
Book 597 at page 666. Specifically, this
judgement by default renders the follow-
ing restrictive covenants cancelled,
extinguished and discharged.

"The tract shall be used for residential
purposes only with the right of the grant-
ees, their heirs and assigns to subdivide
the same and sell in parcels if they so
desire; and/or

The tract shall be used for agricultural
purposes only with the right of the grant-
ees, their heirs and assigns, to raise
crops and animals with the further right
to market on the premises the crops
and/or animals and/or products thereof
wholesale and retail". unless the same
Defendant shall within thirty (30) days
after service of the Notice of this Order
commence an Action in Ejectment or
other appropriate action to assert any
claim he may have against the Plaintiff
herein, including, but not limited to pre-
liminary and/or permanent injunction
and upon the failure of the Defendants
to commence such action against the
Plaintiff within thirty (30) days after said
service, the Prothonotary of Adams
County, Pennsylvania, is directed upon
precept of the Plaintiff to enter final
judgment herein in favor of Plaintiff and
against Defendant pursuant to Pa.
R.C.P. 1066(b)(1), and to cause a true
and attested copy of this Order and
such final judgment reversing the cove-
nants and/or restrictions described in
Paragraph 8 of the Complaint, the same
to be indexed in the names of the
Defendants, Travel Resorts of
Gettysburg, LLC, Gregory E. Ruth,
Marian D. Ruth, William J. Conroy,
Sharon A. Conroy, Larry E. Miller, Amy L.
Miller, United States of America,
Haverfield International, Inc., Dylan
Aviation, LLC, Kyle J. Messick, Rachel
R. Messick and William J. Merritt, their
heirs, administrators, successors and
assigns, as GRANTORS, and in the
name of the Plaintiff, Robert J. Monahan,
Jr. and Laurie H. Monahan, as
GRANTEES.

BY THE COURT:

The Honorable Michael A. George

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SHAWN A. GROFT AND TOBIE L. GROFT V. ONE STOP
MOTORS, INC. V.

BARRY HOSTETTER, BRADLEY HOSTETTER, PERRY
HOSTETTER AND BARRY HOSTETTER, BRADLEY
HOSTETTER AND PERRY HOSTETTER, CO-EXECUTORS
OF THE ESTATE OF ARMIN H. HOSTETTER, DECEASED.

1. There are two bases upon which a judgment notwithstanding the verdict can be entered: (1) The movant is entitled to judgment as a matter of law, in which case the court reviews the record and concludes that even with all factual inferences decided adverse to the movant the law nonetheless requires a verdict in the movant's favor; and/or (2) the evidence is such that no two reasonable minds could disagree that the outcome should have been rendered in favor of the movant, in which case the court reviews the evidentiary record and concludes that the evidence was such that a verdict for the movant was beyond peradventure.

2. In order to preserve its right to seek judgment notwithstanding the verdict based on the sufficiency of the evidence, the movant is required to seek a directed verdict after the close of all of the evidence.

3. There are two levels to a trial court's decision whether to grant a new trial: first, the court must determine whether, colloquially speaking, a mistake or mistakes were made at trial, and second the court decides whether the mistake or mistakes are a sufficient basis for granting a new trial.

4. An abuse of discretion occurs when the course pursued represents not merely an error of judgment, but where the judgment is manifestly unreasonable or where the law is not applied or where the record shows that the action is a result of partiality, prejudice, bias or ill will.

5. In reviewing a trial court's determination of resolution of factual issues, the only function of the appellate court is to examine and ascertain whether there is competent evidence in the record from which the facts necessary to sustain the judgment might be properly found.

6. An appellate court cannot substitute its judgment for that of the finder-of-fact and thus may only reverse a lower court's verdict if it is so contrary to the evidence as to shock one's sense of justice.

7. Findings of fact, questions of credibility, and resolution of testimonial conflicts are solely the province of the trial court.

8. An option contract is a contract to keep an offer open. However, the option arises and exists only if and unless the optionee elects to exercise the option by unequivocally accepting the offer.

9. It is well settled that an option expires unless it is timely exercised. Time is always of the essence in an option contract. Notice of intent to exercise the option must be given in accordance with provisions of the contract.

10. Courts do not assume that a contract's language was chosen carelessly, nor do they assume that the parties were ignorant of the meaning of the language they employed. When a writing is clear and unequivocal, its meaning must be determined by its contents alone.

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,
PENNSYLVANIA, CIVIL 2015-SU-281, SHAWN A. GROFT AND
TOBIE L. GROFT V. ONE STOP MOTORS, INC., BARRY
HOSTETTER, BRADLEY HOSTETTER, PERRY HOSTETTER AND
BARRY HOSTETTER, BRADLEY HOSTETTER AND PERRY
HOSTETTER, CO-EXECUTORS OF THE ESTATE OF ARMIN H.
HOSTETTER, DECEASED.

Henry O. Heiser, III, Esq., Attorney for Plaintiff
Samuel E. Teeter, Esq., Attorney for Defendant

Wagner, J., May 13, 2016

OPINION

Before the Court is Defendant One Stop Motors, Inc., (One Stop Motors) Motion for Post-Trial Relief challenging a non-jury trial verdict entered in favor of Plaintiffs Shawn A. Groft and Tobie L. Groft (Grofts). One Stop Motors requests entry of directed judgment in their favor and against Grofts or, in the alternative, a new trial. One Stop Motors argues that the Court committed an error of law and/or abuse of discretion by failing to enter a non-suit dismissing Grofts \$32,400.00 option contract claim because Grofts had withdrawn the option by selling the premises before the option payment was due. One Stop Motors argues that the Court committed an error of law and/or abuse of discretion by failing to resolve an ambiguity concerning paragraph 15 of the Lease Agreement and paragraph 6 of the Option to Purchase Real Estate in favor of One Stop Motors since both agreements were drafted by Grofts' counsel. Finally, One Stop Motors contends that the Court committed an error of law and/or abuse of discretion in awarding attorney's fees of \$9080.00 to Grofts. For reasons set forth herein, Defendant's Motion for Post-Trial Relief is Denied.

BACKGROUND

As the factual history is relevant to determination of the issues raised by One Stop Motors, the factual findings of the Court will be briefly summarized.

On October 14, 2011 the Grofts' and One Stop Motors contemporaneously signed a three year Lease Agreement for

commercial real estate at 1024 Abbottstown Pike, Berwick Township, Adams County, PA, 17331 (Premises) for a term beginning November 1, 2011 and ending October 31, 2014 and an Option to Purchase Real Estate wherein Grofts granted One Stop Motors an option to purchase the premises for the sum of \$350,000.00 that automatically terminated if the option to purchase was not exercised by One Stop Motors by providing Grofts' with a written notice of intent to purchase sent by certified mail, return receipt requested, on or before November 1, 2014.

Paragraph 15 of the Lease Agreement provides as follows:

15. "The parties acknowledge that by separate agreement Landlord has granted an Option unto the Tenant herein to purchase the property at anytime during the term of this Lease. Tenant has agreed to pay one (1) years rental or the sum of Thirty-Two Thousand Four Hundred (\$32,400.00) Dollars for said option. The parties agree that if Tenant exercises the Option the Thirty-Two Thousand Four Hundred (\$32,400.00) Dollar payment shall be waived and the Tenant may purchase the property for the Option price with no credit for having made any improvements to the property nor shall there be any credit toward the purchase price for rents paid. Should the Tenant fail to exercise the Option to Purchase, then Tenant agrees herein that it shall be obligated to pay to Landlord upon the earlier of the termination of this lease or upon the termination of its leasing of the property the sum of Thirty-Two Thousand Four Hundred (\$32,400.00) Dollars for having been granted an Option to Purchase the property. There shall be no credits or other waivers of this Option fee should the Tenant fail to exercise the Option within the three (3) year term."

Paragraph 2 and Paragraph 6 of the Option to Purchase Real Estate provides as follows:

2. "The option to purchase granted herein shall be exercised by grantee providing grantors with a written notice of intent to purchase sent by certified mail, return receipt requested to grantors' address at 49 Fawn Hill

Road, Hanover, PA, 17331. Said option to purchase must be exercised on or before November 1, 2014. If the option to purchase is not exercised by November 1, 2014, it shall automatically terminate.”

6. “The parties acknowledge that the Option price of Thirty-Two Thousand Four Hundred (\$32,400.00) Dollars shall be paid as part of the purchase price of the property. Should the Grantee fail to exercise the Option granted herein on or before November 1, 2014 then such Option sum (\$32,400.00) must be paid to the Grantors herein as a consideration to Grantors for granting said Option. The parties to this Agreement understand that such a provision in this Agreement is fair since the Grantors have taken this property off the market and will be unable to sell the property to a third party within the lease term. Both parties have agreed that the sum of Thirty-Two Thousand Four Hundred (\$32,400.00) Dollars which represents one (1) years lease payments is a fair and adequate consideration for the Option and should be the sum paid to the Grantors herein over and above any rents paid for the Grantees’ leasing of said property in the event Grantees fail to exercise the Option granted herein.”

During March 2013 One Stop Motors orally informed the Grofts that One Stop Motors would not be exercising the option to purchase the Premises. During the remainder of the lease term One Stop Motors continually advised the Grofts that One Stop Motors would not exercise the option to purchase the Premises. During October 2015 One Stop Motors engaged in conversation with the Grofts concerning the \$32,400.00 penalty for failure to exercise the option and One Stop Motors asked the Grofts if One Stop Motors could pay the \$32,400.00 during February 2015. The Grofts advised One Stop Motors that payment would be due based upon the provisions of the written contract.

After March 2013, when One Stop Motors advised the Grofts that One Stop Motors would not be exercising the option to purchase the Premises, One Stop Motors requested that the Grofts not list the Premises for sale nor put up a real estate sign, because this could impact One Stop Motors’ business. The Grofts did not list the Premises for sale.

One Stop Motors legally vacated the Premises, in accordance with the terms of the Lease Agreement, on October 31, 2014 at 3:00 p.m.

On October 31, 2014 between 4:00 p.m. and 5:00 p.m. the Grofts sold and transferred the premises to an LLC, wherein the Grofts were the majority owner. The LLC has the same address as the Grofts, 49 Fawn Hill Road, Hanover, PA, 17331. One Stop Motors never exercised the option to purchase the Premises by providing written notice of intent to purchase sent by certified mail, return receipt requested, on or before November 1, 2014.

On November 3, 2014 the Grofts sent written notice to One Stop Motors that the payment of \$32,400.00 was due as a result of the failure of One Stop Motors to exercise the purchase option on the Premises.

One Stop Motors first learned that the Grofts had sold the Premises to an LLC controlled by the Grofts either at the end of November or the beginning of December of 2014.

LEGAL STANDARD

There are two bases upon which a judgment notwithstanding the verdict can be entered: (1) The movant is entitled to judgment as a matter of law, in which case the court reviews the record and concludes that even with all factual inferences decided adverse to the movant the law nonetheless requires a verdict in the movant's favor; and/or (2) the evidence is such that no two reasonable minds could disagree that the outcome should have been rendered in favor of the movant, in which case the court reviews the evidentiary record and concludes that the evidence was such that a verdict for the movant was beyond peradventure. *Gorski v. Smith*, 812 A.2d 683 (Pa. Super. 2002), reargument denied, appeal denied 856 A.2d 834 (Pa. 2003). In order to preserve its right to seek judgment notwithstanding the verdict based on the sufficiency of the evidence, the movant is required to seek a directed verdict after the close of the all the evidence. *Commonwealth v. TAP Pharmaceutical Products, Inc.*, 36 A.3d 1197 (Pa. Cmwlth. 2011).

There are two levels to a trial court's decision whether to grant a new trial: first, the court must determine whether, colloquially speaking, a mistake or mistakes were made at trial, and second the court decides whether the mistake or mistakes are a sufficient basis

for granting a new trial. ***Luzerne County Flood Protection Authority v. Rielly***, 825 A.2d 779 (Pa. Cmwlth. 2003). An abuse of discretion occurs when the course pursued represents not merely an error of judgment, but where the judgment is manifestly unreasonable or where the law is not applied or where the record shows that the action is a result of partiality, prejudice, bias or ill will. **Id.**

In reviewing a trial court's determination of resolution of factual issues, the only function of the appellate court is to examine and ascertain whether there is competent evidence in the record from which the facts necessary to sustain the judgment might be properly found. See ***CST, Inc., v. Mark***, 520 A.2d 469, 473 (Pa. Super. 1987). An appellate court cannot substitute its judgment for that of the finder-of-fact and thus may only reverse a lower court's verdict if it is so contrary to the evidence as to shock one's sense of justice. ***Commonwealth v. Morris***, 958 A.2d 569, 1177 (Pa. Super. 2008). Thus, the test is not what conclusion the appellate court would have reached if it had been tasked with finding the facts but whether there was evidence from which the facts could reasonably be found. See ***CST, Inc. v. Mark***, supra. Findings of fact, questions of credibility, and resolution of testimonial conflicts are solely the province of the trial court. ***R&S Millwork v. Commonwealth Dept. of Transportation***, 401 A. 2d 587 (Pa. Cmwlth. 1979).

DISCUSSION

One Stop Motors alleges that the Court committed an error of law and/or abuse of discretion by failing to enter a non-suit dismissing Grofts' \$32,400.00 option contract claim because they assert Grofts had withdrawn the option by selling the Premises before the option payment was due.

An option contract is a contract to keep an offer open. However, the option arises and exists only if and unless the optionee elects to exercise the option by unequivocally accepting the offer. ***Warner Bros. Theatres, Inc., v. Proffit***, 198 A.56 (Pa. 1938). Moreover, if an option is not exercised within the time set forth in the contract, it necessarily expires. ***Western Savings Fund Society v. SEPTA***, 427 A. 2d 175 (Pa. Super. 1981). An option is an offer, when accepted, is a valid and binding contract. ***In re Internet Realty Partnership***, 26 B.R. 383 (Bankr. E.D. Pa. 1983).

It is well settled that an option expires unless it is timely exercised; *McMillan v. Philadelphia Company*, 28 A.220 (Pa. 1893). Time is always of the essence in an option contract. *New Eastwick Corporation v. Philadelphia Builders*, 241 A.2d 766 (Pa. 1968). Notice of intent to exercise the option must be given in accordance with provisions of the contract. *Borough of Phoenixville v. Walters*, 39 A.490 (Pa. 1898).

In *Murphy v. Duquesne University of the Holy Ghost*, 777 A.2d 418 (Pa. 2001) the Pennsylvania Supreme Court set forth principles of law when determining a contract's terms:

The fundamental rule in interpreting the meaning of a contract is to ascertain and give effect to the intent of the contracting parties. *Felte v. White*, 451 Pa. 137, 302 A.2d 347, 351 (1973). The intent of the parties to a written agreement is to be regarded as being embodied in the writing itself. *Steuart v. McChesney*, 498 Pa. 45, 444 A.2d 659, 661 (1982). The whole instrument must be taken together in arriving at contractual intent. *Felte*, 302 A.2d at 351. Courts do not assume that a contract's language was chosen carelessly, nor do they assume that the parties were ignorant of the meaning of the language they employed. *Steuart*, 444 A.2d at 662. “ ‘When a writing is clear and unequivocal, its meaning must be determined by its contents alone.’ ” *Felte*, 302 A.2d at 351 (quoting *East Crossroads Center Inc. v. Mellon Stuart Co.*, 416 Pa. 229, 205 A.2d 865, 866 (1965)).

Id at ____, 777 A.2d at 249.

When determining the intent of the parties in this case, the Court looked at both the Lease Agreement and the Option to Purchase Real Estate. Through both documents, it is clear there was valid consideration for the option agreement and for the penalty provision if One Stop Motors did not exercise the option agreement in a timely fashion. When both documents were signed on October 14, 2011 the Grofts intended to sell the Premises and had other potential buyers for the premises. As part of the consideration for the option, the Grofts agreed they would take the Premises off the market, and would not sell the Premises to a third party within the Lease term. Therefore, this Court finds there was valid consideration for the

option agreement and for the penalty provision if One Stop Motors did not exercise the option agreement in a timely fashion.

This Court also finds that after March 2013 One Stop Motors had no intention to exercise the option agreement. Still, the Grofts never listed the Premises for sale, at the request of One Stop Motors, because this would have impacted One Stop Motors' business.

Furthermore the Grofts did not sell the Premises to a third party within the time period of the Lease Agreement. One Stop Motors was aware of their duty to pay the penalty provision for their failure to exercise the option agreement.

One Stop Motors had the affirmative duty to exercise the option by unequivocally accepting the offer in accordance with the provisions of the contract. It is clear that One Stop Motors had no intent to exercise the option, and took no action to exercise the option. Therefore, One Stop Motors is liable for the option penalty of \$32,400.00.

One Stop Motors also alleges that the Court committed an error of law and/or abuse of discretion by failing to resolve an ambiguity concerning paragraph 15 of the Lease Agreement and paragraph 6 of the Option to Purchase Real Estate in favor of One Stop Motors since both agreements were drafted by Grofts' counsel. This Court does not find an ambiguity concerning paragraph 15 of the Lease Agreement and paragraph 6 of the Option to Purchase Real Estate nor are they reasonably susceptible to different interpretations. Regardless, One Stop Motors had a contractual obligation to notify the Grofts in writing of their intent to exercise the option and failed to do so. It is clear that One Stop Motors had no intent to exercise the option, and took no action to exercise the option. Therefore, One Stop Motors is liable for the option penalty of \$32,400.00.

One Stop Motors also alleges that the Court committed an error of law and/or abuse of discretion in awarding attorney's fees of \$9,080.00 to Grofts.

Paragraph 7 and Paragraph 16 of the Guarantee of Lease provides as follows:

7. "If Landlord shall employ counsel to enforce Guarantor's obligations under this Guarantee or any part thereof, Guarantor agrees to pay on demand all of Landlord's costs in connection therewith, whether suit be

brought or not, including, without limitation, reasonable attorney's fees and disbursements."

16. "Notwithstanding anything to the contrary contained in this Guarantee, Landlord agrees that the maximum liability of Guarantor shall be limited to the total of the Option Fee of \$32,400.00 and the amount of Rent payable by Tenant for the thirty-six (36) month period commencing upon an Event of Default which gives rise to a claim under this Guarantee."

It is clear from a reading of both paragraphs 7 and 16 of the Guarantee of Lease that the parties intended the penalty fee of \$32,400.00 for failure to exercise the option be within the scope of the Guarantee. Furthermore, the express language in paragraph 16 of the Guarantee of Lease is clear that non-payment of the option fee was an event of default under the Lease. Therefore, One Stop Motors is liable for attorney's fees of \$9,080.00 to the Grofts.

For all the above reasons, One Stop Motors' Motion for Post-Trial Relief is denied.

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 JOYCE L. GRIEST, DEC'D

Late of Huntingdon Township, Adams County, Pennsylvania

Co-Executors: Randy E. Griest, 39 Holly Estate, Gardners, PA 17324; Denise VanArtsdalen, 382 Cherry Hill Road, Gardners, PA 17324; Tammy L. Ruth, 509 Tapeworm Road, New Oxford, PA 17350

Attorney: Gary E. Hartman, Esq. Hartman & Yannetti, 126 Baltimore Street, Gettysburg, PA 17325

ESTATE OF MARY C. LEONARD, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Administratrix C.T.A: Helen R. Leonard, 34 Brewster Street, Hanover, Pennsylvania 17331

Attorney: Elinor Albright Rebert, Esq., 515 Carlisle Street, Hanover, Pennsylvania 17331

ESTATE OF GROVER EARL THOMPSON a/k/a GROVER E. THOMPSON, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Personal Representative: Dorothy May Thompson, 1075 Old Harrisburg Rd., Unit 112, Gettysburg, PA 17325

Attorney: Phillips & Phillips, 101 West Middle Street, Gettysburg, PA 17325

ESTATE OF RALPH C. WOERNER, DEC'D

Late of Highland Township, Adams County, Pennsylvania

Executor: Craig A. Woerner, 1380 Blackhorse Tavern Road, Gettysburg, PA 17325

Attorney: Robert L. McQuaide, Esq., Suite 204, 18 Carlisle Street, Gettysburg, PA 17325

SECOND PUBLICATION

ESTATE OF JOHN ADAMIK, DEC'D

Late of Butler Township, Adams County, Pennsylvania

Executrix: Theresa Adamik, 1279 Stone Jug Road, Aspers, PA 17304

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

ESTATE OF RICHARD L. NAUGLE, DEC'D

Late of Tyrone Township, Adams County, Pennsylvania

Administratrix: Krista M. Fitzpatrick, 130 East York Street, Biglerville, PA 17307

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

ESTATE OF MARY M. SELBY, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Richard E. Selby, 408 Prince Street, Littlestown, PA 17340

Attorney: David K. James, III, Esq., 234 Baltimore St., Gettysburg, PA 17325

ESTATE OF HELEN L. SMITH, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Theodore A. Stough, 307 Diller Road, Hanover, Pennsylvania 17331

Attorney: Elinor Albright Rebert, Esq., 515 Carlisle Street, Hanover, Pennsylvania 17331

ESTATE OF WAYNE STOCKSLAGER, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Personal Representative: Westley Stockslager, 31 High Trail, Fairfield, PA 17320

Attorney: William S. Dick, Esq., Dick, Stein, Schemel, Wine & Frey, LLP, 13 West Main Street, Suite 210, Waynesboro, PA 17268

ESTATE OF GRACE E. STOWELL, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executor: Darlene Kay Diggs, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

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

THIRD PUBLICATION

ESTATE OF E. RONALD COMFORT a/k/a EDMUND RONALD COMFORT, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Personal Representative: Mara C. Lynaugh, 5715 Billings Road, Mt. Hood, Parkdale, OR 97041

Attorney: Dennis M. Twigg, Esq., Hoffman, Comfort, Offutt, Scott & Halstad, LLP, 24 North Court Street, Westminster, MD 21157

ESTATE OF EVELYN L. FOREMAN, DEC'D

Late of Germany Township, Adams County, Pennsylvania

Connie S. Althoff, 17 Old Bachmans Valley Road, Westminster, MD 21157

Attorney: David K. James, III, Esq., 234 Baltimore St., Gettysburg, PA 17325

ESTATE OF PEARL L. GERRICK, DEC'D

Late of Berwick Township, Adams County, Pennsylvania

Jessica L. Phillips, 2210 Bon Ox Road, New Oxford, PA 17350

Attorney: David K. James, III, Esq., 234 Baltimore St., Gettysburg, PA 17325

ESTATE OF DONALD H. HOLLABAUGH, DEC'D

Late of Butler Township, Adams County, Pennsylvania

Executor: Steven D. Hollabaugh, 271 Yellow Hill Road, Biglerville, PA 17307

Attorney: Puhl, Eastman & Thrasher, 220 Baltimore Street, Gettysburg, PA 17325

ESTATE OF WILLIAM T. KENT a/k/a WILLIAM KENT SR., DEC'D

Late of the Borough of Bonneauville, Adams County, Pennsylvania

Executrix: Charlene Erickson a/k/a Sharlene Eriksen, 29 Bonniefield Circle, Gettysburg, PA 17325

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

ESTATE OF JAMES D. KILMER, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Administrators: Ralph J. Kilmer, Christine L. Kilmer, 114 West Middle Street, Gettysburg, PA 17325

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

THIRD PUBLICATION CONTINUED

ESTATE OF LESLIE R. LOBB, DEC'D

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

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