

Adams County Legal Journal

Vol. 54

December 21, 2012

No. 32, pp. 240-249

IN THIS ISSUE

OLD FRIENDS ET AL VS. HALLER ENTERPRISES ET AL

Helping families achieve
their long-range financial
goals is our business.

Christine Settle
*Assistant Vice President
& Trust Officer*



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

For more information or a free
consultation, please call 717.339.5058.



Securities and Insurance Products are: Not FDIC Insured • May Lose Value • Not Bank
Guaranteed • Not a Deposit • Not Insured by Any Federal Government Entity

ADAMS COUNTY LEGAL JOURNAL (USPS 542-600)

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

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

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

All rights reserved.

McCabe, Weisberg and Conway, P.C.
By:

Terrence J. McCabe, Esq., ID #16496
Marc S. Weisberg, Esq., ID #17616
Edward D. Conway, Esq., ID #34687
Margaret Gairo, Esq., ID #34419
123 South Broad Street, Suite 1400
Philadelphia, PA 19109
215-790-1010
Attorneys for Plaintiff

IN THE COURT OF
COMMON PLEAS OF
ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION
COMPLAINT IN MORTGAGE
FORECLOSURE
NUMBER 12-S-1429

OneWest Bank, FSB, Plaintiff
vs.

Debra Davies, known surviving heir of Howard M. Davies, deceased mortgagor and real owner; Joanne Richardson, known surviving heir of Howard M. Davies, deceased mortgagor and real owner; Mary Ann Davies, known surviving heir of Howard M. Davies, deceased mortgagor and real owner; Arlene Davies Mangels, known surviving heir of Howard M. Davies, deceased mortgagor and real owner; Howard M. Davies; and All Unknown Surviving Heirs of Howard M. Davies, deceased mortgagor and real owner, Defendants

TO: ALL UNKNOWN SURVIVING HEIRS OF HOWARD M. DAVIES, DECEASED MORTGAGOR AND REAL OWNER

TYPE OF ACTION: CIVIL ACTION/
COMPLAINT IN MORTGAGE
FORECLOSURE

PREMISES SUBJECT TO
FORECLOSURE: 14 TROUT RUN TRAIL,
FAIRFIELD, PA 17320

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.

Donald Fennimore
Court Administrator
Adams County Courthouse
117 Baltimore Street
Gettysburg, PA 17325
717-337-9846

12/21

LEGAL NOTICE-ANNUAL MEETING

The annual meeting of the policyholders of the Protection Mutual Insurance Company of Littlestown will be held at the home office located at 101 South Queen Street in the Borough of Littlestown, Pennsylvania, between the hours of 1 and 2 p.m., on January 12, 2013 to elect directors and to transact any other business properly presented.

Attest: Marilyn Q. Butt
President/Treasurer

12/7, 14, 21 & 28

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, January 4, 2013 at 8:30 a.m.

ROSE—Orphan's Court Action Number OC-133-2012. The First and Final Account of Jeffrey Wickham, Executor of the Last Will and Testament of Thomas Damon Rose, deceased, late of Franklin Township, Adams County, Pennsylvania.

Kelly A. Lawver
Clerk of Courts

12/21 & 28

OLD FRIENDS ET AL VS. HALLER ENTERPRISES ET AL

1. Where a motion for summary judgment has been supported with depositions, answers to interrogatories, or affidavits, the nonmoving party may not rest on the mere allegations or denials in its pleadings. Rather, the nonmoving party must by affidavit, or in some other way provided for within the Rules of Civil Procedure, set forth specific facts showing that a genuine issue of material fact exists.

2. Where the language of the contract is clear and unambiguous, a court is required to give effect to that language.

3. This Court must determine whether the waiver of subrogation clause contained in the General Conditions applies to post-construction damages. This is an issue of first impression in Pennsylvania.

4. Subrogation is an equitable doctrine involving the right of legal substitution which is a means of placing the ultimate burden of a debt upon the one who should pay it.

5. In the context of construction contracts, Pennsylvania courts have enforced waiver of subrogation clauses.

6. The Superior Court held that a waiver of subrogation clause is enforceable regardless of whether the insurer seeking to avoid its enforcement was a party to the contract of which the waiver of subrogation is a part, or whether the insurer had notice of, or consented to, the provision.

7. Essentially, the Superior Court viewed the waiver of subrogation clause as a risk-shifting clause, wherein the risk of loss would shift to the insurer.

8. Although Pennsylvania courts have enforced waiver of subrogation clauses, they have not specifically addressed whether a waiver of subrogation clause applies to post-construction losses.

9. After examining the relevant case law and the respective positions of the parties, this Court concludes that the waiver of subrogation clause at issue extends to post-construction losses.

In the Court of Common Pleas of Adams County, Pennsylvania, Civil, No. 09-S-995, OLD FRIENDS AT NEW OXFORD, LP, AND MERCER INSURANCE COMPANY AS SUBROGEE OF OLD FRIENDS AT NEW OXFORD, LP, Plaintiffs VS. HALLER ENTERPRISES, INC. AND EGSTOLTZFUS CONSTRUCTION, LLC, Defendants VS. UPSTREET ARCHITECTS, INC., Additional Defendant VS. MEP ASSOCIATES DESIGN GROUP, INC., Additional Defendant.

William E. Sylianteng, Esq., for Plaintiffs

John Flounlacker, Esq., for Defendant Haller Enterprises, Inc.

R. James Reynolds Jr., Esq., for Defendant EGStoltzfus Construction, LLC

Christopher P. Allen, Esq., for Additional Defendant UpStreet Architects, Inc.

Nicholas Noel III, Esq., for Additional Defendant MEP Associates Design Group, Inc.

Campbell, J., July 19, 2012

OPINION

Before this Court are Defendant EGStoltzfus Construction, LLC's ("Stoltzfus") and Defendant Haller Enterprises, Inc.'s ("Haller") Motions for Partial Summary Judgment. For the reasons stated herein, both Motions for Partial Summary Judgment are granted.

Plaintiff, Old Friends at New Oxford, LP ("Old Friends") contracted with Stoltzfus for the construction of the property located at 500 North Bolton Street, New Oxford, Pennsylvania. The project included installation of the geothermal heating, ventilation, and air conditioning ("HVAC") unit. The contract between Old Friends and Stoltzfus was a standard American Institute of Architects ("AIA") agreement, form A101-1997.

On or about March 4, 2005, Stoltzfus entered into a subcontract with Haller to provide HVAC work on the project. Old Friends also contracted with Additional Defendant, UpStreet Architects, Inc. ("UpStreet") to perform architectural services on the project. Stoltzfus contracted with Additional Defendant MEP Associates Design Group, Inc. ("MEP") to provide engineering and design services for the HVAC system.

Construction on the project began after November 22, 2004 and was completed on or about February 26, 2006. Old Friends was insured under policies issued by Millers Capital Insurance Company, covering the period of November 16, 2004 to January 1, 2006. Old Friends was subsequently insured under an insurance policy issued by Plaintiff Mercer Insurance Company ("Mercer") from January 1, 2006 through January 1, 2008. Stoltzfus received final payment on or about February 8, 2007.

On June 29, 2007, after construction and final payment to Stoltzfus, the HVAC unit allegedly failed, causing damage to Old Friends. Mercer paid to Old Friends \$161,899.61 in damages as a result of Old Friends' loss. On or about June 29, 2009, Old Friends and Mercer, as subrogee of Old Friends, initiated the instant cause of action by filing a Complaint, and subsequently filed a First Amended Complaint on October 19, 2009. In their First Amended Complaint, Old Friends and Mercer assert a subrogation claim against Stoltzfus and Haller in the amount of \$161,899.61.

On January 26, 2012, Stoltzfus filed its Motion for Partial Summary Judgment. On January 30, 2012, Haller filed its Motion for

Partial Summary Judgment. Both Defendants allege that they are entitled to partial summary judgment because Plaintiffs' subrogation claim is barred by paragraphs 11.4.5, the completed contract insurance clause, and 11.4.7, the waiver of subrogation clause, of the General Conditions. Specifically, Paragraph 11.4.7 of the General Conditions is titled "Waivers of Subrogation" and provides:

Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. ... A waiver of subrogation shall be effective as to a person or entity even though that person would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

General Conditions of the Contract for Construction, AIA Document, ¶ 11.4.7.

Paragraph 11.4.5 of the General Conditions provides:

If during the Project construction period the Owner insures properties ... at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment insurance is to be provided on the completed Project through a policy or other policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies

shall provide this waiver of subrogation by endorsement or otherwise.

General Conditions of the Contract for Construction, AIA Document, ¶ 11.4.5 (emphasis added).

The General Conditions define the work as:

the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

General Conditions of the Contract for Construction, AIA Document, ¶ 1.1.3.

UpStreet and MEP joined both Motions for Partial Summary Judgment. All parties have filed their respective responses and briefs to each Motion for Partial Summary Judgment. Oral argument occurred on June 19, 2012. The matter is ripe for disposition.

Under the Pennsylvania Rules of Civil Procedure, a court may enter summary judgment when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. **Pa. R. Civ. P. 1035.2**; *Strine v. Commonwealth*, 894 A.2d 733, 737 (Pa. 2006). Summary judgment is only appropriate where the pleadings, depositions, answers to interrogatories, omissions and affidavits, and other materials demonstrate that there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *Roche v. Ugly Duckling Car Sales, Inc.*, 879 A.2d 785, 789 (Pa. Super. 2005) (quotations and citations omitted). The burden of demonstrating the lack of any genuine issue of material fact falls upon the moving party, and, in ruling on the motion, the court must consider the record in the light most favorable to the non-moving party. *Id.* However, where a motion for summary judgment has been supported with depositions, answers to interrogatories, or affidavits, the nonmoving party may not rest on the mere allegations or denials in its pleadings. *Accu-Weather, Inc. v. Prospect Commc'ns Inc.*, 644 A.2d 1251, 1254 (Pa. Super. 1994). Rather, the non-moving party must by affidavit, or in some other way provided for within the Rules of Civil Procedure, set forth specific facts showing that a

genuine issue of material fact exists. *Id.* Summary judgment is only appropriate in those cases which are free and clear from doubt. *McConnaughey v. Bldg. Components, Inc.*, 637 A.2d 1331, 1333 (Pa. 1994).

Initially, this Court must determine whether the AIA A201-1997 General Conditions apply to the construction contract between Old Friends and Stoltzfus. Both Stoltzfus and Haller argue that the General Conditions were incorporated by reference into the construction contract between Old Friends and Stoltzfus, and, therefore, the General Conditions are applicable. Accordingly, the language of the construction contract between Old Friends and Stoltzfus is key in determining whether the General Conditions apply. Where the language of the contract is clear and unambiguous, a court is required to give effect to that language. *Allstate Fire & Cas. Ins. Co. v. Hymes*, 29 A.3d 1169, 1172 (Pa. Super 2011).

Page one of the construction contract contains the following language: “AIA A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference.” **Stipulation, Ex. A, pg. 1.** Article I of the construction contract is titled “THE CONTRACT DOCUMENTS” and indicated that “[t]he Contract Documents consist of this Agreement, Conditions of the Contract (**General**, Supplementary and other conditions) ... these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein.” **Stipulation, Ex. A, pg. 2 (emphasis added).** Moreover, Article 8 of the Contract is titled ENUMERATION OF CONTRACT DOCUMENTS” and Article 8, Section 8.1.2 provides: “[t]he General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.” **Stipulation, Ex. A, pg. 6.** Finally, Article 7, specifically Section 7.1, provides that “[w]here reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.” **Stipulation, Ex. A, pg. 4.**

Based on the clear and unambiguous language of the contract, the AIA A201-1997 General Conditions were incorporated by reference and applicable to the construction contract. While Old Friends argues that the General Conditions should not apply because it was not

provided with a copy of the General Conditions, the stipulations by the parties indicate otherwise. Specifically, Old Friends acknowledged that on May 11, 2004, it received a copy of the Project Manual from UpStreet, including the AIA Document A201-1997 General Conditions, prior to entering into the construction contract with Stoltzfus on November 16, 2004. **Stipulation, ¶ 1.** As recited above, many portions of the construction contract referenced the General Conditions and were incorporated therein. By signing the construction contract, Old Friends acknowledged that it read and understood the contents of the construction contract, including the incorporation of the General Conditions, and cannot now claim ignorance to the inclusion of the General Conditions into the construction contract with Stoltzfus. Therefore, the AIA A201-1997 General Conditions apply to the construction contract between Old Friends and Stoltzfus.

Having found that the AIA A201-1997 General Conditions apply to the construction contract between Old Friends and Stoltzfus, this Court must determine whether the waiver of subrogation clause contained in the General Conditions applies to post-construction damages. This is an issue of first impression in Pennsylvania.

Subrogation is an equitable doctrine involving the right of legal substitution which is a means of placing the ultimate burden of a debt upon the one who should pay it. *Panea v. Isander*, 773 A.2d 782, 791 (Pa. Super. 2001). Generally, subrogation is applicable when one pays out of his own funds a debt or obligation that is primarily payable from the funds of another. *Id.*

In the context of construction contracts, Pennsylvania courts have enforced waiver of subrogation clauses. For instance, in *Penn Avenue Place Assoc., L.P. v. Century Steel Erectors, Inc.*, 798 A.2d 256, 257 (Pa. Super. 2002), plaintiff, who asserted a subrogation claim for losses sustained during construction, argued that a waiver of subrogation clause was against public policy. In rejecting plaintiff's argument and finding the waiver of subrogation clause valid, the Superior Court adopted the reasoning by the trial court:

[A] waiver of subrogation clause, such as the one at issue here, does not invoke public policy concerns because it does not attempt to transfer liability for negligence away from the tortfeasor. Rather, the tortfeasor who obtains insurance coverage to pay claims for which he is liable

does not, *ipso facto*, transfer liability away from himself to the other party to the clause in question. He *satisfies* his debt to that party. The public policy concerns regarding indemnification for one's own negligence are therefore not an issue here. Waivers of subrogation are a matter of contract.

Id. at 259 (emphasis original).

Similarly, in *Universal Underwriters Ins. Co. v. A. Richard Kacin, Inc.*, 916 A.2d 686, 690 (Pa. Super. 2007), plaintiff therein argued that a waiver of subrogation clause was inapplicable to post-construction losses suffered by plaintiff. The Superior Court rejected this argument, finding that plaintiff waived it because it was not raised with the trial court. *Id.* Ultimately, however, the Superior Court held that a waiver of subrogation clause is enforceable regardless of whether the insurer seeking to avoid its enforcement was a party to the contract of which the waiver of subrogation is a part, or whether the insurer had notice of, or consented to, the provision. *Id.* at 694. Finally, in *Jalapenos, LLC v. GRC General Contractor, Inc.*, 939 A.2d 925, 933 (Pa. Super. 2007), the Superior Court upheld a waiver of subrogation clause. Quoting the trial court, the Superior Court also noted that the purpose of Section 11.4 was to protect both the owner and the contractor from the consequences of litigation and losses which might otherwise disrupt the performance under the contract. *Id.* Essentially, the Superior Court viewed the waiver of subrogation clause as a risk-shifting clause, wherein the risk of loss would shift to the insurer.

Although Pennsylvania courts have enforced waiver of subrogation clauses, they have not specifically addressed whether a waiver of subrogation clause applies to post-construction losses.¹ However, courts in several other jurisdictions have granted summary judgment in favor of contractors and subcontractors based upon waiver of subrogation language very similar to the instant case. See *TX C.C., Inc. v. Wilson/Barnes Gen. Contractors, Inc.*, 233 S.W.3d 562, 574 (Tex. App. 2007); *Midwestern Indem. Co. v. Sys. Builders, Inc.*, 801

¹ As previously noted, the Superior Court in *Universal Underwriters* did not address the issue of whether a waiver of subrogation clause was applicable to post-construction losses because this argument had been waived. *Universal Underwriters*, 916 A.2d at 690.

N.E.2d 661, 669 (Ind. Ct. App. 2004); *Colonial Props. Realty, L.P. v. Lowder Constr. Co.*, 567 S.E.2d 389, 391-92 (Ga. Ct. App. 2002); *Town of Silverton v. Phoenix Heat Source Sys., Inc.*, 948 P.2d 9, 13 (Colo. App. 1997).

In *Argonaut Great Cent. Ins. v. Ditocco Konstruktion, Inc.*, 2007 WL 4554219 (D.N.J. 2007), the District Court of New Jersey faced virtually the same scenario as the instant case and analyzed the interplay between Sections 11.4.5 and 11.4.7 and post-construction losses. Initially, the *Argonaut* court noted that the purpose of waiver of subrogation clauses was to “prevent a windfall to insurers at the expense of contractors, where insurers have presumably considered the risk of loss when establishing premiums.” *Id.* at *4. The *Argonaut* court then found that New Jersey law required the Court to interpret the contract to determine the plain meaning of the contract, and, in doing so, determined that the language of General Conditions 11.4.5 and 11.4.7 extends the waiver of subrogation to post-construction losses. *Id.* at *6-7. Specifically, the court stated that based on the language of Section 11.4.7, as recited *supra*, an owner clearly waives all subrogation rights against contractors, subcontractors, agents, employees and/or architects. *Id.* at *7. Turning to Section 11.4.5 to determine if the waiver of subrogation extended to post-construction losses, the Court stated that the unambiguous language of Paragraph 11.4.5 (specifically “a policy or policies other than those insuring the project during the Construction period”) extended the waiver of subrogation clause to post-construction losses and clearly evidenced that the parties contemplated that the owner would acquire additional insurance. *Id.* The Court stated that it was “hard-pressed to determine a purpose for this clause other than to extend the waiver of subrogation to additional insurance policies after construction has been completed.” *Id.* Finally, the *Argonaut* court examined the Commentary compiled by the American Institute of Architects regarding the General Conditions, which indicated that the waiver of subrogation extends to property insurance that the owner **may** purchase, and also extends to property insurance that replaces the policy in place during construction. *Id.* at *8 (emphasis added). Therefore, the *Argonaut* court held that the waiver of subrogation clause extended to post-construction losses.

While Plaintiffs acknowledge the weight of the cases from other jurisdictions are in favor of extending waiver of subrogation clauses

to post-construction losses, they urge this Court to follow the reasoning set forth in *Lumbermens Mut. Cas. Co. v. Grinnell Corp.*, 477 F. Supp. 327 (D. Mass. 2007). In *Lumbermens*, the Massachusetts District Court held that although a waiver of subrogation clause during construction is enforceable to avoid a protracted dispute delaying completion of a project, extending a waiver of subrogation clause to post-construction losses was illogical unless it was specifically negotiated by the parties in advance. *Id.* at 332. The *Lumbermens* court specifically looked at the “to be provided” language in Section 11.4.5 and indicated that if the parties agreed that post-construction coverage would be provided, only then would the waiver of subrogation clause extend to post-construction losses. *Id.* However, the *Lumbermens* reasoning was subsequently rejected by a Massachusetts Appellate Court in *Middleoak Ins. Co. v. Tri-State Sprinkler*, 77 Mass. App. Ct. 336, 339 (2010).

After examining the relevant case law and the respective positions of the parties, this Court concludes that the waiver of subrogation clause at issue extends to post-construction losses. As previously stated, under Pennsylvania law, “where the language of a contract is clear and unambiguous, a court is required to give effect to that language.” *Allstate Fire*, 29 A.3d at 1172. Here, the plain language of Paragraphs 11.4.5, 11.4.7, and 1.1.3 indicates that the waiver of subrogation provision extends to post-construction losses. First, it is clear from the language of Section 11.4.7 that Old Friends agreed, by signing the contract that incorporated the General conditions including Section 11.4.7, to waive its subrogation claims against Stoltzfus, Haller, UpStreet, and MEP. Notably, Section 11.4.7 provides that the Owner and Contractor waive all rights against each other and any subcontractor for other causes of loss to the extent covered by other property insurance applicable to the work. Under the contract, “the work” is defined as the construction and services required by the Contract Document, whether **completed** or partially completed. In this Court’s view, the inclusion of the word “completed” in the definition of “the work” indicates an intention to extend the waiver of subrogation to post-construction losses. Moreover, this Court agrees with the *Argonaut* court’s interpretation of Section 11.4.5, as contemplating that Old Friends may obtain a policy to insure its property after the completion of construction and the waiver of subrogation clause

would also apply to those additional policies. Thus, reading both Sections 11.4.5 and 11.4.7 together, this Court must conclude that the waiver of subrogation clause extends to post-construction losses.

Accordingly, for all the reasons stated herein, both Stoltzfus' and Haller's Motions for Partial Summary Judgment are granted, and the attached Order is entered.

ORDER

AND NOW, this 19th day of July 2012, upon consideration of Defendant, EGStoltzfus Construction, LLC's Motion for Partial Summary Judgment and Defendant Haller Enterprises, Inc.'s Motion for Partial Summary Judgment, both Motions for Partial Summary Judgment are granted. Judgment is entered in favor of Defendants EGStoltzfus Construction, LLC and Haller Enterprises, Inc. and against Plaintiffs on Plaintiffs' subrogation claim. Plaintiffs' subrogation claim is dismissed with prejudice. Any and all claims by Haller Enterprises, Inc.; EGStoltzfus Construction, LLC; and MEP Associates Design Group, Inc. against UpStreet Architects, Inc. with respect to Plaintiffs' subrogation claim are dismissed with prejudice. Any and all claims by Haller Enterprises, Inc.; EGStoltzfus Construction, LLC; and UpStreet Architects, Inc., against MEP Associates Design Group, Inc. with respect to Plaintiffs' subrogation claim are dismissed with prejudice.

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on FRIDAY, the 18th day of January 2013, at 10 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 111 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

Writ of Execution No.:
2010-SU-0001638
Property Address: 220 Zoo Road,
Fairfield, PA 17320
Parcel No.: 18-B16-0059
Municipality: Hamiltonban
Improvements: Residential Dwelling
Defendants: Jeremy Griffith and
Laura Novotny
Attorneys for Plaintiff: David Fein, Esq.,
215-627-1322

Writ of Execution No.:
2011-SU-0001120
Property Address: 16 Hancock Drive,
East Berlin, PA 17316
Parcel No.: (36)-102-0025
Municipality: Reading
Improvements: Residential Dwelling
Defendants: Shawn Edward Anderson
Attorneys for Plaintiff: Sherri J.
Braunstein, Esq., 856-669-5400

Writ of Execution No.:
08-S-1566
Property Address: 61 Swallow Trail,
Fairfield, PA 17320
Parcel No.: 43-035-0098-000
Municipality: Carroll Valley
Improvements: Residential Dwelling
Defendants: David Gary Myers
Attorneys for Plaintiff: Jaime R.
Ackerman, Esq., 908-233-8500

Writ of Execution No.:
2008-SU-0000797
Property Address: 677 Shippensburg
Road, Biglerville, PA 17307
Parcel No.: 29-C-6-40-AA
Municipality: Menallen
Improvements: Residential Dwelling
Defendants: Melissa C. Runk and
Robert K. Runk
Attorneys for Plaintiff: David Fein, Esq.,
215-627-1322

Writ of Execution No.:
2011-SU-0001508
Property Address: 67 Meadowlark Trail
a/k/a 67 Meadow Lark Trail, Fairfield,
PA 17320
Parcel No.: (43)-029-0140
Municipality: Carroll Valley
Improvements: Residential Dwelling
Defendants: Robert J. Stevenson
Attorneys for Plaintiff: Gregory
Javardian, Esq., 215-942-9690

Writ of Execution No.:
2012-SU-0000837
Property Address: 6295 Oxford Road,
Gardners, PA 17324-9568
Parcel No.: 22H04-0006---000
Municipality: Huntington
Improvements: Residential Dwelling
Defendants: Stanley A. Watts Sr. a/k/a
Stanley A. Watts
Attorneys for Plaintiff: John Michael
Kolesnik, Esq., 215-563-7000

Writ of Execution No.:
2012-SU-0000604
Property Address: 436 Orchard Lane,
Aspers, PA 17304-9723
Parcel No.: 29F06-0049---000
Municipality: Menallen
Improvements: Residential Dwelling
Defendants: Raymond F. Tracey a/k/a
Raymond Floyd Tracey
Attorneys for Plaintiff: John Michael
Kolesnik, Esq., 215-563-7000

Writ of Execution No.:
2012-SU-0000935
Property Address: 12 Ash Drive,
Littlestown, PA 17340
Parcel No.: 06-010-0018
Municipality: Bonneauville
Improvements: Erected Thereon
a Dwelling.
Defendants: Jennifer Ann Rites
Attorneys for Plaintiff: Lois M. Vitti,
Esq., 412-281-1725

Writ of Execution No.:
2011-TL-0000035
Property Address: 166 East King Street,
Abbottstown, PA 17301
Parcel No.: 01002-0022---000
Municipality: Abbottstown
Improvements: Residential Dwelling
Defendants: Denver Lamar Rinehart
Attorneys for Plaintiff: Sharon E. Myers,
Esq., 717-848-4900

Writ of Execution No.:
2012-SU-0000836
Property Address: 1155 Jacks Mountain
Road, Fairfield, PA 17320-8266
Parcel No.: 18B17-0047---000
Municipality: Hamiltonban
Improvements: Residential Dwelling
Defendants: Gary J. Sites and
Ethel L. Sites
Attorneys for Plaintiff: Matthew
Brushwood, Esq., 215-563-7000

Writ of Execution No.:
2012-SU-0001126
Property Address: 2103 Table Rock
Road, Biglerville, PA 17307
Parcel No.: 07.F09-0063
Municipality: Butler
Improvements: Residential Dwelling
Defendants: James C. Strickland and
Katie M. Strickland
Attorneys for Plaintiff: David Fein, Esq.,
215-627-1322

Writ of Execution No.:
2012-SU-0000653
Property Address: 343 Main Street,
McSherrystown, PA 17344
Parcel No.: 28-005-0178
Municipality: McSherrystown
Improvements: Residential Dwelling
Defendants: Lauren M. Elkins and
Harry L. Hain II
Attorneys for Plaintiff: Louis P. Vitti,
Esq., 412-281-1725

Writ of Execution No.:
2012-SU-0000560
Property Address: 949 Herrs Ridge
Road, Gettysburg, PA 17325-8402
Parcel No.: 09F12-0107---000
Municipality: Cumberland
Improvements: Residential Dwelling
Defendants: William D. Newton
Attorneys for Plaintiff: Allison F. Wells,
Esq., 215-563-7000

Writ of Execution No.:
2012-SU-0000969
Property Address: 64 East Hanover
Street, Gettysburg, PA 17325
Parcel No.: 06.006-0025
Municipality: Bonneauville
Improvements: Residential Dwelling
Defendants: Larry K. Sutherland
Attorneys for Plaintiff: Lisa Lee, Esq.,
215-627-1322

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than thirty (30) days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within ten (10) days thereafter. Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER, 20% OF THE PURCHASE PRICE OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.

James Muller
Sheriff of Adams County

<http://www.sheriffofadamscounty.com/sheriffsales.html>

12/21, 28 & 1/4

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on FRIDAY, the 18th day of January 2013, at 10 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 111 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

Writ of Execution No.:
2010-SU-0000605
Property Address: 6647 Chambersburg Road, Fayetteville, PA 17222-8335
Parcel No.: 12A09-0087
Municipality: Franklin
Improvements: Residential Dwelling
Defendants: Robert C. Stanhope Jr.
Attorneys for Plaintiff: John Michael Kolesnik, Esq., 215-563-7000

Writ of Execution No.:
2011-SU-0001250
Property Address: 20 Forest Trail, Fairfield, PA 17320-8148
Parcel No.: 0170137
Municipality: Carroll Valley
Improvements: Residential Dwelling
Defendants: Grover C. Keadle III and Julie L. Keadle
Attorneys for Plaintiff: John Michael Kolesnik, Esq., 215-563-7000

Writ of Execution No.:
2012-SU-0000179
Property Address: 438 Barlow Greenmount Road a/k/a 438 Barlow Greenmount Road, Gettysburg, PA 17325-8783
Parcel No.: 09F16-0038---000
Municipality: Cumberland
Improvements: Residential Dwelling
Defendants: William Dallas Trott Jr. and Vonda Kay Trott
Attorneys for Plaintiff: Matthew Brushwood, Esq., 215-563-7000

Writ of Execution No.:
2012-SU-0000245
Property Address: 51 Rist Trail, Fairfield, PA 17320-9479
Parcel No.: 25AA0-0028---000
Municipality: Liberty
Improvements: Residential Dwelling
Defendants: Keith D. Koontz and Heather N. Koontz a/k/a Heather N. Stambaugh
Attorneys for Plaintiff: Matthew Brushwood, Esq., 215-563-7000

Writ of Execution No.:
2009-SU-0001974
Property Address: 190 Maple Drive, Hanover, PA 17331-8941
Parcel No.: 08024-0028---000
Municipality: Conewago
Improvements: Residential Dwelling
Defendants: Linda A. Edmonds
Attorneys for Plaintiff: John Michael Kolesnik, Esq., 215-563-7000

Writ of Execution No.:
2012-SU-0000170
Property Address: 2621 York Road, Gettysburg, PA 17325
Parcel No.: 38, H12, 0063
Municipality: Straban
Improvements: Residential Dwelling
Defendants: Brian K. Rondeau
Attorneys for Plaintiff: Richard E. Thrasher, Esq., 717-334-2159

Writ of Execution No.:
2010-SU-0001608
Property Address: 2205 Carlisle Road, Aspers, PA 17304
Parcel No.: 29-F05-40B
Municipality: Menallen
Improvements: Service Garage
Defendants: Barry A. Hush
Attorneys for Plaintiff: Michael C. Mazack, Esq., 412-566-1212

Writ of Execution No.:
2008-SU-0001271
Property Address: 2520 Mount Hope Road, Fairfield, PA 17320
Parcel No.: 18A15-0025A---000
Municipality: Hamiltonban
Improvements: Residential Dwelling
Defendants: Jeffrey A. Anders and Christina L. Anders
Attorneys for Plaintiff: John Michael Kolesnik, Esq., 215-563-7000

Writ of Execution No.:
2012-SU-0000299
Property Address: 128-130 Carlisle Street a/k/a 130 Carlisle Street, Gettysburg, PA 17325-1816
Parcel No.: 16007-0097---000
Municipality: Gettysburg
Improvements: Residential Dwelling
Defendants: Meena Gangwal
Attorneys for Plaintiff: Allison F. Wells, Esq., 215-563-7000

Writ of Execution No.:
2010-SU-0002439
Property Address: 324 West Middle Street, Gettysburg, PA 17325
Parcel No.: 160090053 000
Municipality: Gettysburg
Improvements: Residential Dwelling
Defendants: Kathy Oberlin
Attorneys for Plaintiff: Katherine E. Knowlton, Esq., 856-669-5400

Writ of Execution No.:
2012-SU-0001106
Property Address: 625 Iron Springs Road, Fairfield, PA 17320
Parcel No.: 18-B16-0017-000
Municipality: Hamiltonban
Improvements: Residential Dwelling
Defendants: Joseph H. Kane and Janet L. Kane
Attorneys for Plaintiff: Geoffrey S. Shuff, Esq., 717-260-1678

Writ of Execution No.:
2012-SU-0000153
Property Address: 110 Water Street, Fairfield, PA 17320
Parcel No.: 18-C15-0089
Municipality: Hamiltonban
Improvements: Residential Dwelling
Defendants: Francis Ray Moore
Attorneys for Plaintiff: Kristen D. Little, Esq., 215-653-7450

Writ of Execution No.:
2012-SU-0000795
Property Address: 530 Conewago Drive, East Berlin, PA 17316
Parcel No.: 36-L08-0056
Municipality: Reading
Improvements: Residential Dwelling
Defendants: Kathie J. Rahe
Attorneys for Plaintiff: Andrew J. Benchoff, Esq., 717-762-8222

Writ of Execution No.:
2012-SU-0000988
Property Address: 40 Spring Trail, Fairfield, PA 17320
Parcel No.: 43,023-0104
Municipality: Carroll Valley
Improvements: Residential Dwelling
Defendants: Stacy Cregger and Troy Cregger
Attorneys for Plaintiff: David Fein, Esq., 215-627-1322

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than thirty (30) days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within ten (10) days thereafter. Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER, 20% OF THE PURCHASE PRICE OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.

James Muller
Sheriff of Adams County

<http://www.sheriffadamscounty.com/sheriffsales.html>

12/21, 28 & 1/4

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on FRIDAY, the 18th day of January 2013, at 10 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 111 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

Writ of Execution No.:
2009-SU-0001430
Property Address: 15 Ed Avenue,
Aspers, PA 17304
Parcel No.: 29, E05-68N
Municipality: Menallen
Improvements: Residential Dwelling
Defendants: Kimberly S. Bowie and
Jason L. Bowie Sr.
Attorneys for Plaintiff: Paige M. Bellino,
Esq., 856-669-5400

Writ of Execution No.:
2012-SU-0000372
Property Address: 675 Grant Drive,
Gettysburg, PA 17325
Parcel No.: (32)-105-0138
Municipality: Mt. Pleasant
Improvements: Residential Dwelling
Defendants: Keith R. Ihndris and
Cara M. Ihndris
Attorneys for Plaintiff: Harry B. Reese,
Esq., 856-669-5400

Writ of Execution No.:
2012-SU-0001024
Property Address: 107 High Street,
York Springs, PA 17372
Parcel No.: 01-42-002-0029-00-000
Municipality: York Springs
Improvements: Residential Dwelling
Defendants: William H. Hinkle
Attorneys for Plaintiff: Michael
McKeever, Esq., 215-627-1322

Writ of Execution No.:
2012-SU-0000968
Property Address: 36 East Hanover
Street, Gettysburg, PA 17325
Parcel No.: 06005-0088
Municipality: Bonneauville
Improvements: Residential Dwelling
Defendants: Robert Dale Hicks
Attorneys for Plaintiff: Marc S.
Weisberg, Esq., 215-790-1010

Writ of Execution No.:
2012-SU-0000583
Property Address: 45 Vancleve Road,
New Oxford, PA 17350
Parcel No.: (40)-107-0063
Municipality: Tyrone
Improvements: Residential Dwelling
Defendants: Raymond N. Potts and
Judy A. Potts
Attorneys for Plaintiff: Harry B. Reese,
Esq., 856-669-5400

Writ of Execution No.:
2012-SU-0001032
Property Address: 157 Cemetery Street,
Littletown, PA 17340
Parcel No.: 27-011-0010
Municipality: Littletown
Improvements: Residential Dwelling
Defendants: C. Allen Person and
Mary E. Person
Attorneys for Plaintiff: Marc S.
Weisberg, Esq., 215-790-1010

Writ of Execution No.:
2012-SU-0000320
Property Address: 61 Flatbush Road,
Littletown, PA 17340-9451
Parcel No.: 32115-0052A--000
Municipality: Mt. Pleasant
Improvements: Residential Dwelling
Defendants: Michael K. Conklin a/k/a
Michael Conklin and Lisa D. Conklin
a/k/a Lisa Conklin
Attorneys for Plaintiff: Melissa J.
Cantwell, Esq., 215-563-7000

Writ of Execution No.:
2011-SU-0000425
Property Address: 2350 Table Rock
Road, Biglerville, PA 17307
Parcel No.: 07-F09-0020
Municipality: Butler
Improvements: Residential Dwelling
Defendants: Ladanna J. Reed
Attorneys for Plaintiff: Elana B.
Fleehinger, Esq., 856-669-5400

Writ of Execution No.:
2012-SU-0000799
Property Address: 123 East King Street,
Littletown, PA 17340-1613
Parcel No.: 27008-0279---000
Municipality: Littletown
Improvements: Residential Dwelling
Defendants: Renee R. Bollack a/k/a
Renee R. Engel
Attorneys for Plaintiff: Robert W.
Cusick, Esq., 215-563-7000

Writ of Execution No.:
2012-SU-0001049
Property Address: 2A Maryland Avenue,
Bendersville, PA 17306
Parcel No.: E05-0038B-000
Municipality: Menallen
Improvements: Residential Dwelling
Defendants: John A. Soth
Attorneys for Plaintiff: Terrence J.
McCabe, Esq., 215-790-1010

Writ of Execution No.:
2012-SU-0000744
Property Address: 128 Winding Lane,
East Berlin, PA 17316-9519
Parcel No.: 17L08-0086B--000
Municipality: Hamilton
Improvements: Residential Dwelling
Defendants: J. D. Collado a/k/a
J. David Collado and Ann E. Collado
Attorneys for Plaintiff: John Michael
Kolesnik, Esq., 215-563-7000

Writ of Execution No.:
2011-SU-0001161
Property Address: 489 Bollinger Road,
Littletown, PA 17340
Parcel No.: 41-118-0089
Municipality: Union
Improvements: Residential Dwelling
Defendants: Richard L. Stocksleger Jr.
a/k/a Richard L. Stocksleger
Attorneys for Plaintiff: McCabe,
Weisberg and Conway, 215-790-1010

Writ of Execution No.:
2010-SU-0000255
Property Address: 2315 Mount Hope
Road, Fairfield, PA 17320
Parcel No.: 18-A15-0008-000
Municipality: Hamiltonban
Improvements: Residential Dwelling
Defendants: David A. Clapsadl and
Hope Miller a/k/a Hope M. Miller
Attorneys for Plaintiff: Terrence J.
McCabe, Esq., 215-790-1010

Writ of Execution No.:
2012-SU-0000912
Property Address: 133 North Main
Street, Bendersville, PA 17306
Parcel No.: 03001-0045---000
Municipality: Bendersville
Improvements: Residential Dwelling
Defendants: Clair J. Shultz
Attorneys for Plaintiff: Christopher A.
DeNardo, Esq., 610-278-6800

Writ of Execution No.:
2012-SU-0000847
Property Address: 62 Maple Street,
Gettysburg, PA 17325
Parcel No.: 8-42
Municipality: Bonneauville
Improvements: Residential Dwelling
Defendants: Richard J. Snyder and
Carole B. Snyder Limited Partnership
Attorneys for Plaintiff: Barry W.
Sawtelle, Esq., 610-370-6700

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than thirty (30) days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within ten (10) days thereafter. Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER, 20% OF THE PURCHASE PRICE OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.

James Muller
Sheriff of Adams County

<http://www.sheriffofadamscounty.com/sheriffsales.html>

12/21, 28 & 1/4

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on FRIDAY, the 18th day of January 2013, at 10 o'clock in the forenoon at the 4th floor Jury Assembly room in the Adams County Court House, 111 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

Writ of Execution No.:
2012-SU-0000846
Property Address: 62 Maple Street,
Gettysburg, PA 17325
Parcel No.: (06) 8-41
Municipality: Bonneauville
Improvements: Residential Dwelling
Defendants: Richard J. Snyder and
Carole B. Snyder Limited Partnership
Attorneys for Plaintiff: Barry W.
Sawtelle, Esq., 610-370-6700

Writ of Execution No.:
2012-SU-0000517
Property Address: 150 Jackson Drive,
Gettysburg, PA 17325
Parcel No.: 30-108-0010
Municipality: Mt. Joy
Improvements: Residential Dwelling
Defendants: Jennie R. Knox a/k/a
Jennie Knox
Attorneys for Plaintiff: Stephen M.
Hladik, Esq., 215-855-9521

Writ of Execution No.:
2012-SU-0001037
Property Address: 14 & 18 Creek View
Trail, Fairfield, PA 17320
Parcel No.: (43) 45-85 & (43) 45-87
Municipality: Carroll Valley
Improvements: Vacant Land
Defendants: Kevin C. Johnson and
Kelli K. Johnson
Attorneys for Plaintiff: Craig
Oppenheimer, Esq., 215-886-8790

Writ of Execution No.:
2012-SU-0001198
Property Address: 30 Hillcrest Drive,
Biglerville, PA 17307
Parcel No.: 5-3-182
Municipality: Biglerville
Improvements: Residential Dwelling
Defendants: Jesus M. Lopez
Attorneys for Plaintiff: Elizabeth L.
Wassail, Esq., 856-669-5400

Writ of Execution No.:
2012-SU-0000914
Property Address: 101-115 Atlantic
Avenue, York Springs, PA 17372
Parcel No.: 42-002-0009-00
Municipality: York Springs
Improvements: Having erected thereon
two, four-unit apartment buildings
Defendants: Alfonso G. Lua and
Paula R. Lara
Attorneys for Plaintiff: Matthew R.
Lubniewski, Esq., 412-281-4333

Writ of Execution No.:
2012-SU-0000308
Property Address: 35 Blue Ridge Trail,
Fairfield, PA 17320-8232
Parcel No.: 43002-0129---000
Municipality: Carroll Valley
Improvements: Residential Dwelling
Defendants: Scott S. Thomson a/k/a
Scott Thomson and Heather M.
Thomson
Attorneys for Plaintiff: John Michael
Kolesnik, Esq., 215-563-7000

Writ of Execution No.:
2012-SU-0000084
Property Address: 586 Beaver Creek
Road, Hanover, PA 17331-8792
Parcel No.: 04L12-0009---000
Municipality: Berwick
Improvements: Residential Dwelling
Defendants: Robert C. Austin and
Mary J. Austin
Attorneys for Plaintiff: John Michael
Kolesnik, Esq., 215-563-7000

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than thirty (30) days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within ten (10) days thereafter. Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER, 20% OF THE PURCHASE PRICE OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.

James Muller
Sheriff of Adams County

<http://www.sheriffofadamscounty.com/sheriffsales.html>

12/21, 28 & 1/4

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 JEAN A. HESS, DEC'D**

Late of Latimore Township, Adams County, Pennsylvania

Executrix: Janey E. Kopp, c/o Roger B. Irwin, Esq., Irwin & McKnight, P.C., 60 West Pomfret Street, Carlisle, PA 17013

Attorney: Roger B. Irwin, Esq., Irwin & McKnight, P.C., 60 West Pomfret Street, Carlisle, PA 17013

ESTATE OF PAUL P. MOLDOON, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Attorney: Jeffery M. Cook, Esq., 234 Baltimore Street, Gettysburg, PA 17325

SECOND PUBLICATION**ESTATE OF PEARL M. DITCHBURN, DEC'D**

Late of Straban Township, Adams County, Pennsylvania

Attorney: Duane P. Stone, Esq., Stone, Duncan & Linsenbach, PC, P.O. Box 696, Dillsburg, PA 17019

ESTATE OF FREDERICK W. ECKER SR., DEC'D

Late of Reading Township, Adams County, Pennsylvania

Executor: Frederick W. Ecker Jr., 155 Gun Club Road, Orrtanna, PA 17353

Attorney: Larry W. Wolf, P.C., 215 Broadway, Hanover, PA 17331

ESTATE OF SYLVIA A. KATRINA, DEC'D

Late of Mt. Joy Township, Adams County, Pennsylvania

Executrix: Lisa Hill, 96 Country Drive, Gettysburg, PA 17325

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

ESTATE OF SHARON A. KERCHNER a/k/a SHARON ANN KERCHNER, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Co-Executors: William Scott Kerchner, 284 Zimmer Road, Kirkwood, New York 13795; Loretta Ann Smith, 221 Center Street, McSherrystown, PA 17344

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

ESTATE OF ELIZABETH K. MCCARTHY, DEC'D

Late of Reading Township, Adams County, Pennsylvania

Co-Executrices: Kerri Lynne McCarthy, 27 Bragg Drive, Adams Berlin, PA 17316; Barbara Ann McCarthy, 166 Lake Meade Drive, East Berlin, PA 17316

ESTATE OF DONALD B. SMITH a/k/a DONALD B. SMITH SR., DEC'D

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Executrix: Alice C. Smith, c/o Joseph M. Sedlack, Esq., Reed Smith, LLP, 2500 One Liberty Place, 1650 Market Street, Philadelphia, PA 19103

Attorney: Joseph M. Sedlack, Esq., Reed Smith, LLP, 2500 One Liberty Place, 1650 Market Street, Philadelphia, PA 19103

THIRD PUBLICATION**ESTATE OF JOHN L. BAUGHER, DEC'D**

Late of Reading Township, Adams County, Pennsylvania

Executrix: Phyllis M. Baugher, c/o Keith R. Nonemaker, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

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

ESTATE OF SHIRLEY F. GREENHOLT, DEC'D

Late of Germany Township, Adams County, Pennsylvania

Executrices: Lori G. Lupolt and Wendy Ann Stauffer, 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 MARY E. HOOVER, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: Paul K. Hoover Sr., 1236 Russell Tavern Road, Gettysburg, PA 17325

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

ESTATE OF ROBERT W. KOONS, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Co-Executors: Stephen Herr Koons, P.O. Box 785, Carboro, NC 27510; Philip Alan Koons, 1107 North Tioga Street, Ithaca, NY 14850

Attorney: Wendy Weikal-Beauchat, Esq., 63 West High Street, Gettysburg, PA 17325

ESTATE OF EARL W. McCLEAF, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Personal Representatives: Linda Moore n/k/a Linda Van Deuren, 13882 Harbaugh Church Road, Waynesboro, PA 17268; Earl W. McCleaf Jr., 123 Walnut Street, Mont Alto, PA 17237

Attorney: Clinton T. Barkdoll, Esq., Kulla, Barkdoll, Ullman & Painter, P.C., 9 East Main Street, Waynesboro, PA 17268

ESTATE OF GUY E. MCINTIRE, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Co-Executors: Michael McIntire and David McIntire, c/o Keith R. Nonemaker, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

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

ESTATE OF BRUNETTA L. SIBERT, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executor: Thomas E. Sibert, 1175 Brickcrafters Road, New Oxford, PA 17350

ESTATE OF GRACE C. STAUFFER, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: David P. Stauffer, 23127 Robertson Road, Doyleburg, PA 17219

(continued on page 8)

THIRD PUBLICATION (CONTINUED)

ESTATE OF MARTHA B. THORNTON,
DEC'D

Late of Oxford Township, Adams
County, Pennsylvania

Executor: Counsel Trust Company,
c/o Alan M. Cashman, Esq., 141
Broadway, Suite 310, Hanover, PA
17331

Attorney: Alan M. Cashman, Esq., 141
Broadway, Suite 310, Hanover, PA
17331