

Adams County Legal Journal

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IN THIS ISSUE

R. E. CRAWFORD CONSTRUCTION VS. TGI FRIDAY’S

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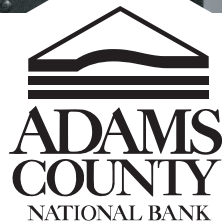
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SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 06-S-1474 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 20th day of March, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL THAT CERTAIN tract of land situate in Reading Township, Adams County, Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike in the center line of Legislative Route 01044 at the intersection of Township Road T-624; thence in and along the center line of Legislative Road 01044, South 50 degrees 30 minutes 00 seconds West, 210.00 feet to a railroad spike at corner of land now or formerly of Pauline L. Spangler; thence by said land now or formerly of Pauline L. Spangler, and passing through a reference pipe set back 25.00 feet from the last mentioned point, North 38 degrees 03 minutes 00 seconds West, 622.50 feet to a pipe; thence by same and passing through a reference pipe set back 25.00 feet from the next mentioned point, North 50 degrees 30 minutes 00 seconds East, 210.00 feet to a pipe set in the West Wheel track of Township Road T-624 aforesaid; thence in said Township Road T-624, South 38 degrees 03 minutes 00 seconds East, 622.50 feet to a railroad spike, the place of BEGINNING.

CONTAINING 3.000 acres

MAP ID # (36) – K05 - 0033

IMPROVEMENTS: Residential dwelling

TITLE TO SAID PREMISES IS VESTED IN Shane M. Hull and Emily Hull, husband and wife, by Deed from Shane M. Hull, joined by Emily Hull, his wife, dated 11/22/2002 and recorded 12/18/2002 in Record Book 2910, Page 275.

SEIZED and taken into execution as the property of **Emily Hull & Shane M. Hull** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on April 9, 2009, and

distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

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.

2/20, 27 & 3/6

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 07-S-1544 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 20th day of March, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL the following piece, parcel or tract of land, situate, lying and being on Lumber Street (formerly Lombard Street) in the Borough of Littlestown, Adams County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING for a corner at Lumber Street and land now or formerly of H. M. Badders; thence by said Lumber Street, North sixty-one (61) degrees forty-five (45) minutes East, eighty (80) feet to an iron pin at corner of public alley; thence by said public alley, South twenty-nine (29) degrees eleven (11) minutes East, eighty-two (82) feet to an iron pin at a twenty (20) feet wide private alley; thence along said private alley; South sixty-one (61) degrees forty-five (45) minutes West, seventy-four (74) feet to an iron pin for a corner at lands now or formerly of H. M. Badders, aforesaid; thence along said lands North thirty-three (33) degrees twenty-one (21) minutes West, eighty-two and two-tenths (82.2) feet to an iron pin at Lumber Street, the place of BEGINNING. (The foregoing description has been prepared in accordance with the survey of Leroy H. Winebrenner, County Surveyor, dated September 10, 1935.)

TOGETHER with the right of use, liberty and privilege of the twenty (20) feet wide private alley in rear of the above

described tract of land by the Grantee, its heirs, assigns, tenants and undertenants at all times and seasons forever hereafter.

BEING the same premises which Chester B. Barrick and Mary E. Barrick, by Deed dated January 5, 2006 and recorded in the Office of the Recorder of Deeds of Adams County on January 6, 2006 in Deed Book Volume 4275, Page 238, granted and conveyed to MRJ Properties, LLC.

Tax ID: (27) 008-0341

Premises Being: 49 Lumber St., Littlestown, PA 17340

GREEN & BIRSIC, P.C.

Attorneys for Plaintiff
One Gateway Center, Ninth Floor
Pittsburg, PA 15222
(412) 281-7650

SEIZED and taken into execution as the property of **MRJ Properties, LLC. & Edward Rote** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on April 9, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

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.

2/20, 27 & 3/6

R. E. CRAWFORD CONSTRUCTION VS. TGI FRIDAY'S

1. Sustaining preliminary objections in the nature of a demurrer is only proper when the law is clear that a plaintiff is not entitled to recovery based on the facts alleged in the complaint.

2. In order to state a cause of action for unjust enrichment, a plaintiff must allege that (1) it conferred benefits on the defendant; (2) the defendant appreciated and accepted such benefits; and (3) it would be inequitable for the defendant to retain the benefits without payment of value.

3. Unjust enrichment is inapplicable where the parties' relationship is founded upon a written agreement, regardless of how harsh the provisions of such contracts may seem in light of the subsequent happenings.

4. Pennsylvania Courts follow the American rule that there can be no recovery of attorneys' fees from an adverse party, absent an express statutory authorization, a clear agreement by the parties or some other established exception.

In the Court of Common Pleas of Adams County, Pennsylvania, Civil, No. 2007-S-1361, R. E. CRAWFORD CONSTRUCTION, INC. VS. TGI FRIDAY'S, INC.

Austin P. Henry, Esq., Charles P. Jones, Esq., and Todd A. Alexander, Esq., for Plaintiff

Jonathan H. Rudd, Esq., and Megan N. Dreisbach, Esq., for Defendant

Bigham, J., April 29, 2008

OPINION

Presently before the Court are the Preliminary Objections of TGI Friday's Inc. to the Complaint filed by R.E. Crawford Construction, Inc., seeking to strike the attorney's fees claim in Count I and dismissal of Count III. Specifically, TGI Friday's Inc. maintains there is no basis for the attorney's fees claim in Count I, and that the unjust enrichment claim in Count II fails to state a valid claim due to the written contract between the parties. For the reasons set forth below, TGI Friday's Inc.'s preliminary objections will be sustained.

STATEMENT OF FACTS

Plaintiff R.E. Crawford Construction (hereinafter referred to as "Crawford") is a general contractor and Defendant TGI Friday's (hereinafter referred to as "TGI") is a subsidiary corporation of Carlson Restaurants Worldwide, Inc., which operates and franchises TGI Friday's restaurants. In early 2005, TGI engaged Crawford as the general contractor on a project to erect a TGI Friday's restaurant in Gettysburg, Pennsylvania. On April 27, 2005, Crawford and TGI

executed a written agreement for the construction of the Gettysburg restaurant for \$945,300.00 (hereinafter referred to as the “Contract.”) Over the course of construction, a number of issues arose between the parties. Crawford claims it completed the work in a timely and professional manner, but incurred costs beyond those contemplated in the Contract due to interference by TGI and additional work directed by TGI. Crawford states the amount owing on the Contract is \$94,530.00, plus additional change orders, for a total of \$360,673.75. TGI claims that Crawford submitted a number of change order proposals, some of which were not approved by TGI and were not supported by requested documentation. Additionally, TGI withheld the retainage, which TGI claims is justified.

Crawford filed a Complaint on November 14, 2007. In the Complaint, Crawford has three claims: I. Breach of Contract, II. Relief under the Contractor and Subcontractor Payment Act, and III. Unjust Enrichment. TGI notes a deficiency in the service of the Complaint in their brief, however, improper service was not addressed by a preliminary objection. On February 28, 2007, Defendant filed Preliminary Objections, and filed a brief in support on March 10, 2008. Crawford filed a brief in opposition on March 31, 2008.

TGI filed the following two preliminary objections:

1. Plaintiff’s claim for Unjust Enrichment in Count III of the Complaint should be dismissed for failure to state a valid claim where a valid written contract existed, governing the relationship between the parties.
2. Plaintiff’s demand for attorney’s fees in Count I of the Complaint should be stricken because Plaintiff has failed to allege a statutory, contractual or other valid basis for the recovery of attorney’s fees in Count I.

DISCUSSION

When considering preliminary objections, all material facts set forth in the challenged pleadings are admitted as true, as well as all inferences reasonably deducible therefrom. *Hykes v. Hughes*, 835 A.2d 382, 383 (Pa. Super. 2003). Preliminary objections that assert a pleading is legally insufficient may only be sustained where “it appears with certainty that the law permits no recovery under the

allegations pleaded.” *Green v. Mizner*, 692 A.2d 169, 172 (Pa.Super. 1997). Sustaining preliminary objections in the nature of a demurrer is only proper when the law is clear that a plaintiff is not entitled to recovery based on the facts alleged in the complaint. *Yocca v. Pittsburgh Steelers Sports, Inc.*, 578 Pa. 479, 497, 854 A.2d 425, 436 (2004). When any doubt exists whether a demurrer should be sustained, the preliminary objection should be denied. *Green*, 692 A.2d at 172.

Unjust Enrichment

TGI argues that although Crawford has pled the elements for an unjust enrichment claim, the claim is legally insufficient because the parties’ relationship is governed by a written contract. TGI states that Crawford attached and incorporated the Contract between the parties to the Complaint and that all of Crawford’s claims are covered by the written Contract. TGI identifies Crawford’s claims as (1) payment owed under the original Contract, governed by Article 9 of the contract, (2) payment for change order work, governed by Article 7 and Article 4.3, and (3) lost overhead, lost profits and costs and expenses due to delays, etc., covered under Article 4.3. Further, TGI notes that the Contract has a clause stating that the contract documents constitute the entire agreement between the parties. Conversely, Crawford states that a claim for unjust enrichment is properly pled in the alternative from a breach of contract claim for work which may or may not be subject to an express contract. Crawford argues that it may be likely that there was no meeting of the minds as to the price on some of the change order work performed, and therefore, there may not have been a contract for a portion of its claim.

In order to state a cause of action for unjust enrichment, a plaintiff must allege that (1) it conferred benefits on the defendant; (2) the defendant appreciated and accepted such benefits, and; (3) it would be inequitable for the defendant to retain the benefits without payment of value. *Wiernik v. PHH U.S. Mortgage Corp.*, 736 A.2d 616, 622 (Pa. Super. 1999). “The most significant element of the doctrine is whether the enrichment of the defendant is unjust; the doctrine does not apply simply because the defendant may have benefited as a result of the actions of the plaintiff.” *Lackner v. Glosser*, 892 A.2d 21, 34 (Pa.Super.2006). See also *AmeriPro Search, Inc. v. Fleming*

Steel Company, 787 A.2d 988, 991 (Pa.Super.2001). A quasi-contract imposes a duty, not as a result of any agreement, but in spite of the absence of an agreement, when one party receives unjust enrichment at the expense of another. *Id.* “By its nature, the doctrine of quasi-contract, or unjust enrichment, is inapplicable where a written or express contract exists.” *Id.* at 34. See also *Northeast Fence & Iron Works, Inc.*, 933 A.2d 664 (Pa. Super. 2007); *Villoresi v. Femminella*, 856 A.2d 78 (2004). Unjust enrichment is inapplicable where the parties’ relationship is founded upon a written agreement, “regardless of how harsh the provisions of such contracts may seem in light of the subsequent happenings.” *Wilson Area Sch. Dist. v. Skepton*, 586 Pa. 513, 520, 895 A.2d 1250, 1254 (2006); *Guy M. Cooper, Inc. v. East Penn School Dist.*, 903 A.2d 608, 619 (Pa.Cmwlth. 2006). When a contract exists and defines parties relationship and responsibilities, “the parties may avail themselves of contract remedies and an equitable remedy for unjust enrichment cannot be deemed to exist.” *Villoresi*, 856 A.2d at 84.

In *Villoresi*, the Superior Court affirmed the trial court’s granting of Defendant’s preliminary objections, and dismissed Plaintiff’s complaint. 856 A.2d at 80. Plaintiff sought specific performance of an option contract, and included a claim for breach of contract and unjust enrichment. *Id.* The Court concluded that the Plaintiff had waived his unjust enrichment claim but found that the claim failed nevertheless. *Id.* at 84. The Court stated that a cause for unjust enrichment may only arise if the parties relationship is not otherwise governed by an express contract, and found that “the parties’ transaction was fully delineated within the confines of the written option agreement,” thus preventing a quasi-contractual remedy. *Id.* The Court reasoned that even if Plaintiff’s failure to exercise his remedies under the contract was in any way unjust, that the existence of the written agreement would confine him to a contract remedy. *Id.* at 84-85.

The case at bar is analogous to *Villoresi*, because the transaction between the parties is governed by the Contract, the Contract delineated the scope of duties between the parties, and all the claims raised in Crawford’s Complaint are within the scope of the Contract. In Count III of the Complaint, Crawford claims the full \$360,673.75 damages under the alternative theory of unjust enrichment, which includes both amounts owing under the original contract, as well as amounts in excess of the original contract price. The amount in

excess of the original Contract price includes amounts for additional work performed allegedly directed by TGI and damages for costs allegedly due to delays and interference. Undoubtedly, a claim for the amount due for the original Contract price is covered by the Contract and cannot be recovered quasi-contractually. Furthermore, Crawford's other claims are also within the scope of the Contract. The relationship between Crawford and TGI with regard to the construction of TGI Friday's restaurant is governed by the express written contract negotiated and signed by the parties. All the claims by Crawford relate to its relationship with TGI and all arise under the Contract to build the TGI restaurant. It would be a different situation if Crawford performed work for TGI that was not related to the construction of the restaurant, however, that is not the claim by Crawford. All of Crawford's claims relate to construction of the TGI Friday's restaurant, and therefore, fall within the scope of the written Contract and Crawford is confined to the remedies available in the Contract.

To support its position, Plaintiff cites *Ruthrauff, Inc. v. Ravin, Inc.*, which found that a subcontractor can recover on a claim of unjust enrichment for work performed outside promises made in the written contract. 914, A.2d 880, 893 (Pa. Super. 2006). In *Ruthrauff*, the trial court granted relief to both the general contractor and the subcontractor, awarding the general contractor damages for its dissatisfaction with part of the heating system and awarding the subcontractor the retainage and damages under a theory of unjust enrichment for work performed outside the warranty period. *Id.* at 883. The parties never actually entered into a separate, inclusive, written contract. *Id.* at 884. Instead, the trial court determined the contract to be the sum of a number of different documents, including a letter identifying the "scope of work," a letter of intent, and other "contractual" documents. *Id.* The Superior Court affirmed the trial court, finding that although there was a written contract between the parties, the contract did not include much of the work actually performed by the subcontractor, including alterations made to the heaters. *Id.* at 884-93.

The case at bar is distinguishable from the unique situation in *Ruthrauff* because Crawford and TGI have a separate, inclusive, complete written contract that defines the parties duties and responsibilities relating to the construction of the Gettysburg restaurant and includes provisions for the issues raised in Crawford's Complaint.

Crawford argues that it is possible that there was no meeting of the minds on various change orders, and therefore, they would have been performed outside the scope of the Contract. However, this argument fails because whether or not there was a meeting of the minds on the change orders, they were covered by the Contract under Article 7. In order to fall outside the scope of the Contract, as in *Ruthrauff*, the work must not be delineated within the confines of the agreement. Unlike *Ruthrauff*, the Contract between the parties regarding the construction of the TGI Friday's restaurant was complete, and included all the claims brought by Crawford. As a result, Crawford is limited to contractual remedies.

Therefore, Crawford's unjust enrichment claims fails to state a claim upon which relief can be granted. The objections to Count III will be sustained and Count III of the Complaint will be dismissed.

Attorney's Fees

TGI argues that a litigant cannot recover counsel fees without express statutory authorization, a clear agreement of the parties, or some other established exception to the rule. TGI maintains that Crawford has not alleged any statutory basis or a contractual right to recover attorney's fees in Count I for breach of contract. Conversely, Crawford states that a statute is applicable, referring to the Pennsylvania's Contractor Subcontractor Payment Act, 73 Pa.C.S.A. § 512(b) which specifically permits an award of attorney's fees under that act. Crawford states that the prayer for relief in Count I of the Complaint contemplates that TGI may be liable for breach of contract and violation of CSPA simultaneously. Crawford argues that requesting that attorney's fees twice doesn't matter because they can only be awarded once.

Pennsylvania Courts follow the American rule "that there can be no recovery of attorneys' fees from an adverse party, absent an express statutory authorization, a clear agreement by the parties or some other established exception." *Merlino v. Delaware County*, 728 A.2d 949, 951 (Pa. 1999); *Chatham Communications, Inc. v. General Press Corp.*, 344 A.2d 837, 842 (Pa. 1975). The *Merlino* Court stated further that "as a matter of common parlance, attorneys' fees may be considered a form of 'cost' or 'expense' to a litigant. As noted, however, a statutory provision must be explicit in order to allow for the recovery of this particular form of expense." *Id.*

The Court finds that Crawford's request for attorney's fees in Count I is without proper basis. Crawford states that the attorney's fees request in Count I is made under the statutory authority of Pennsylvania's Contractor Subcontractor Payment Act, 73 Pa.C.S.A. § 512(b) in Count II. However, Crawford cannot use the authority under Count III as the basis for an attorney's fees request in Count I. The possibility exists that if Crawford prevails, Crawford could only prevail under Count I and not Count II. If Crawford prevails under only Count I, he will not be permitted to recover attorney's fees without providing some other express statutory authorization, a clear agreement of the parties, or another established exception. Presently, Crawford has not provided a separate basis for the recovery attorney's fees under Count I. Therefore, the objections to the attorney's fees request in Count I will be sustained, and Crawford's request for attorney's fees in Count I of the Complaint will be stricken.

CONCLUSION

For the reasons stated herein, TGI's Preliminary Objections will be sustained. Count III of Crawford's Complaint will be dismissed. Additionally, paragraph 25 of the Complaint shall be stricken, and the WHEREFORE clause of Count I shall not include any claim for attorney's fees.

Accordingly, the attached Order is entered.

ORDER OF COURT

AND NOW, this 29th day of April, 2008, in consideration of Defendant TGI Friday's, Inc.'s Preliminary Objections to Plaintiff R.E. Crawford Construction, Inc.'s Complaint, IT IS ORDERED THAT:

1. Defendant's First and Second Preliminary Objections are sustained.
2. Count III of R.E. Crawford Construction, Inc.'s Complaint is dismissed.
3. Paragraph 25 of the Complaint is stricken and the WHEREFORE clause of Count I of the Complaint shall not include any claim for attorney's fees or costs of collection.

The parties are directed to proceed in accordance with the applicable Pennsylvania Rules of Civil Procedure.

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 96-S-650 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 20th day of March, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that certain tract and parcel of land with the improvements thereon, if any, located in the Township of Union, County of Adams, Commonwealth of Pennsylvania, bound in described as follows, to wit:

BEGINNING at a point in or about the center line of S.R. 2019, known as the Littlestown Road; thence through the approximate center line of such road, South forty-eight (48) degrees fifty-eight (58) minutes thirty (30) seconds West, four hundred twenty-five and seventy-one hundredths (425.71) feet to a point; thence departing from the center line of the aforementioned road and along lands now of Edward S. Martin, Sr., North forty (40) degrees fifty-eight (58) minutes forty-five (45) seconds West, two hundred twenty-four and sixty-eight hundredths (224.68) feet to a pipe; thence along lands now of Brian Cluck, North forty-eight (48) degrees fifty-three (53) minutes zero (00) seconds East, one hundred twenty-nine and eighty-two hundredths (129.82) feet to a steel rod; thence along lands of the same, North forty-two (42) degrees twenty-one (21) minutes fifty (50) seconds West, three hundred eighty-one and three hundredths (381.03) feet to a reset steel rod; thence along lands of Mary J. Bange, North fifty-one (51) degrees ten (10) minutes fifty-five (55) seconds East, one hundred thirty-two and sixteen hundredths (132.16) feet to an exterior steel rod at an Elm tree; thence South eighty-six (86) degrees forty-two (42) minutes zero (00) seconds East, two hundred sixty-one and thirty-three hundredths (261.33) feet to another steel rod; thence along lands of Mary L. Grove, South thirty-nine (39) degrees three (03) minutes five (05) seconds East, four hundred eighteen and thirty-seven hundredths (418.37) feet to a point in the aforementioned center line of Littlestown Road, the place of BEGINNING, Containing 4.532 acres.

IT BEING part of the same premises which the Ralston-Purina Company, a Missouri corporation, by its deed dated October 13, 1972, and recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania in Deed Book 303 at page 379, sold and conveyed unto Hostetter Farms, Inc., the Grantor herein.

INCLUDING, all right and privilege to use a twenty-two (22) foot wide strip of land for a road or driveway and the right of ingress, egress and regress into and along the same, and extending from the center of S.R. 2019 and along the northern portion of the aforementioned tract North thirty-nine (39) degrees West, two hundred thirty (230) feet, as set forth in a right-of-way from Aaron N. Bange and Anna R. Bange, his wife, to Hostetter Farms, Inc., dated October 4, 1978, and recorded in the Office of the Recorder of Deeds in and for Adams County, in Land Record Book 31, Page 340.

Parcel Number: (41) J15-0022A-000

Premises Being: 1160 Littlestown Road, Hanover, PA 17331

SEIZED and taken into execution as the property of **John Stull, Doris Stull and J&J Recycling of PA, Inc.** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on April 9, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

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.

2/20, 27 & 3/6

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 06-S-1157 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 20th day of March, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL those certain two (2) tracts of land situate in Huntington Township, Adams County, Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1: BEGINNING at a point in the North side of the public road leading from York Springs to Route 34 and lands now or late of Melvin O. Murtoff, Jr. and Marian Murtoff; thence by said lands North twenty and three-quarters (20-3/4) degrees East, one hundred fifty (150.00) feet to a point; thence by other lands now or late of Thaddeus I. Keefer, et ux., South sixty-nine and one-quarter (69-1/4)

degrees East, fifty (50) feet to a point; thence by same, South twenty and three-quarters (20-3/4) degrees West, one hundred fifty (150) feet to a point in the North side of the aforesaid road; thence by the said public road, North sixty-nine and one-quarter (69-1/4) degrees West, fifty (50) feet to the place of BEGINNING.

TRACT NO. 2: BEGINNING at a point on the northern side of Pennsylvania L. R. 01047 leading from Idaville to York Springs and other lands now or late of Melvin O. Murtoff, Sr., et ux; thence by said lands of Murtoff, Sr., North twenty (20) degrees forty (40) minutes East, one hundred fifty-one and sixty-five hundredths (151.65) feet to an iron pin at other lands now or late of Thaddeus I. Keefer, et ux; thence by same, South sixty-nine (69) degrees fifteen (15) minutes East, five (5) feet to an iron pin at lands conveyed to Leland E. King; thence by same, South twenty (20) degrees forty (40) minutes West, one hundred fifty-one and sixty-one hundredths (151.61) feet to an iron pin at the northern side of the aforesaid Pennsylvania L. R. 01047; thence along the northern side of said L.R. 01047, North sixty-nine (69) degrees thirty-eight (38) minutes West, five (5) feet to the place of BEGINNING.

TITLE TO SAID PREMISES IS VESTED IN Noah L. Cooper and Patricia L. Cooper, husband and wife, as Tenants by the Entireties, by Deed from Igwana Enterprises Inc., dated 12/07/2005, recorded 01/04/2006, in Deed Book 4270, page 266.

Tax Parcel: 22-G04-0015-000

Premises Being: 106 Idaville York Springs Road, Gardners, PA 17324

SEIZED and taken into execution as the property of **Noah L. Cooper & Patricia L. Cooper a/k/a Patricia L. Guziewicz** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on April 9, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

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.

2/20, 27 & 3/6

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1271 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 3rd day of April, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that tract of land situate, lying and being in Hamiltonban Township, Adams County, Pennsylvania, bounded and described as follows:

BEGINNING at a magnetic spike two (2) feet east of the center line of Mt. Hope Road at corner of land now or formerly of Louis Gusoff; thence by said lands now or formerly of Louis Gusoff and passing through an existing steel rod set back 40.0 feet from the last mentioned point, South 63 degrees 42 minutes 20 seconds East, 429.44 feet to an existing flange axle at corner of Land now or formerly of Myron Kadle; thence by said land of Myron Kadle, South 24 degrees 53 minutes 20 seconds West, 193.87 feet to a point at corner of Lot No. 2-A on the hereinafter referred to plan of lots; thence by said Lot No. 2-A and Lot No. 2-B, passing through a point set back 131.27 feet from the next mentioned point (said point marking the boundary between Lot No. 2-B and Lot No. 2-A) North 63 degrees 42 minutes 20 seconds West, 469.57 feet to a point in the center line of Mt. Hope Road; thence in said Mt. Hope Road, North 36 degrees 38 minutes 20 seconds East, 197.02 feet to a magnetic spike set (2) feet east of the center line of Mt. Hope Road, the point and place of BEGINNING, CONTAINING 2.000 Acres.

The above description was taken from a plan of lots prepared by Adams County Surveyors, dated October 25, 2001, recorded in Adams County Plat Book 81 at page 72, designating the above as Lot No. 2, LESS HOWEVER, all that tract of land containing 0.119 Acres as more fully described in Plat Book 92 page 55 and known thereon as Lot 3A.

Being a portion of that which Kimberly K. Flohr, now known as Kimberly K. Andrew, single, and Virginia M. Andrew, single, by deed dated August 31, 2006 and recorded in the office of the Recorder of Deeds of Adams County, Pennsylvania in Record Book 4556 page 40, conveyed unto Pius D. Clapsadl and Katie L. Clapsadl, husband and wife, the grantors herein.

TITLE TO SAID PREMISES IS VESTED IN Jeffrey A. Anders and Christina L. Anders, h/w, as tenants of an estate by the entireties, by Deed from Pius D. Clapsadl and Katie L. Clapsadl, h/w, dated 06/15/2007, recorded 06/21/2007 in Book 4881, Page 131.

Tax Parcel: (18)-A15-00-25A-000

Premises Being: 2520 Mount Hope Road, Fairfield, PA 17320

SEIZED and taken into execution as the property of **Jeffrey A. Anders & Christina L. Anders** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on April 24, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

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.

2/27, 3/6 & 13

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1055 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 3rd day of April, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that certain tract of land with the improvements thereon erected situate in the Germany Township, Adams County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING for a corner at a point in Bittle Road (Township Road T-446), said point being 1.69 feet southeast of the present centerline thereof; then leaving said road by lands now or formerly of Mark Himmelreich (1) South 56 degrees 25 minutes 14 seconds East, 488.80 feet to a steel pin at lands now or formerly of Alvin L. Spangler, passing through a steel pin 23.31 feet from the beginning thereof; then by said land of Spangler (2) South 63 degrees 36 minutes 34 seconds West, 84.98 feet to a steel pin, a corner in common with Lot No. 2; then binding on Lot 2 for the three following lines (3) North 48 degrees 02 minutes 45 seconds West, 83.96 feet to a steel pin; then by the same (4) North 70 degrees 13 minutes 21 seconds West, 226.98 feet to a steel pin; then by the same (5) North 60 degrees 19 minutes 31 seconds West, 134.99 feet to a point in aforesaid Bittle Road and a distance of 1.31 feet southeast of the present centerline thereof, passing through a steel

pin 23.66 feet from the end thereof; then running in and through the cartway of said Bittle Road maintaining a distance of approximately 1.50 feet southeast of the center thereof (6) North 29 degrees 51 minutes 32 seconds East, 124.95 feet to a point, the place of BEGINNING, CONTAINING 43,337 square feet (neat measure); being known as Lot No. 1 of a subdivision entitled 'Final Subdivision Plan - Robert F. And Hui Sentz as prepared by Worley Surveying dated March 31, 2005 and revised April 29, 2005. The bearings of this legal description are oriented to the bearing of the reference deed as found in Deed Book 1471, page 169 and have not rotated clockwise 112 degrees 16 minutes 12 seconds from the Final Subdivision Plan in order to correct the erroneous bearings of the approved subdivision plan dated March 31, 2005, revised April 29, 2005 as recorded among the Land Records of Adams County, Pennsylvania in Plan Book 88, page 69.

IT BEING the same tract of land which Robert F. Sentz and Chong Hui Sentz, husband and wife, by their Deed dated July 19, 2006, and recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania in Record Book 4500 at page 94, granted and conveyed unto Thomas A. Meachum and Patricia A. Meachum, husband and wife, Grantors herein.

TITLE TO SAID PREMISES IS VESTED IN Patricia A. Meachum and Brenda Faye Weishaar, as joint tenants with right of survivorship, by Deed from Thomas A. Meachum and Patricia A. Meachum, h/w, dated 02/22/2008, recorded 04/14/2008 in Book 5172, Page 292.

Tax Parcel: (15)-J18-003A-000

Premises Being: 134 Bittle Road, Littlestown, PA 17340-9503

SEIZED and taken into execution as the property of **Thomas A. Meachum, Patricia A. Meachum & Brenda Faye Weishaar** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on April 24, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

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.

2/27, 3/6 & 13

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1401 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 3rd day of April, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that lot of ground situate, lying and being in Hamilton Township, Adams County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a steel pin set along a fifty (50) feet wide right of way known as Foxtown Drive and Lot No. 44 of the hereinafter referenced subdivision plan; thence along said Lot No. 44 North two (02) degrees four (04) minutes forty-seven (47) seconds West, two hundred sixty-six and eighty-two hundredths (266.82) feet to a steel pin set at Lot No. 42 of said plan; thence along Lot No. 42 South sixty-nine (69) degrees fifty-three (53) minutes thirty-five (35) seconds East, three hundred twelve and ninety-five hundredths (312.95) feet to a steel pin set along the above mentioned Foxtown Drive; thence along and with said Foxtown Drive South seven (07) degrees nine (09) minutes zero (00) seconds West, twenty-three and zero hundredths (23.00) feet to a point; thence continuing by a curve to the right with a radius of one hundred fifty and zero hundredths (150.00) feet, an arc distance of two hundred eleven and forty-six hundredths (211.46) feet, and a long chord bearing and distance of South forty-seven (47) degrees thirty-two (32) minutes six (06) seconds West, one hundred ninety-four and thirty-eight hundredths (194.38) feet to a point; thence continuing South eighty-seven (87) degrees fifty-five (55) minutes thirteen (13) seconds West, one hundred thirty-eight and three hundredths (138.03) feet to a steel pin set at Lot No. 44 of said plan, the point and place of BEGINNING, CONTAINING 1.265 Acres and being identified as Lot No. 43 on the hereinafter-referenced subdivision plan.

The above description was taken from a final Subdivision Plan prepared by Worley Surveying. Said Plan was recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania in Plan Book 78, at Page 56.

SUBJECT, NEVERTHELESS, to a MET-ED Utility Right of Way as shown on the above subdivision plan.

SUBJECT, ALSO, to the Declaration of Restrictions recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania.

IT BEING the same which Lebing Development Company, Inc. by its deed

dated December 15, 2000 and recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania, in Deed Book 2183, at page 302, granted and conveyed unto L. L. Lawrence Builders, Inc., GRANTOR HEREIN.

TITLE TO SAID PREMISES IS VEST-ED IN Terry M. Jordan, Sr. and Josephine K. Jordan, h/w, as tenants by the entireties, by Deed from L.L. Lawrence Builders, Inc., a Pennsylvania Corporation, dated 05/06/2002, recorded 05/07/2002 in Book 2652, Page 0031.

Tax Parcel: (17) L09-0212-000

Premises Being: 60 Foxtown Drive, Abbottstown, PA 17301

SEIZED and taken into execution as the property of **Terry M. Jordan, Sr. a/k/a Terry Michael Jordan & Josephine K. Jordan a/k/a Josephine Kathleen Jordan** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on April 24, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

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.

2/27, 3/6 & 13

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1388 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 3rd day of April, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

All that certain lot or piece of ground situate in Germany Township, County of Adams, Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a steel pin set in the centerline of a right of way known as Harney Road (SR 2014) and at Lot No. 8 of the hereinafter referenced subdivision plan; thence along Lot No. 8 South 17 degrees 41 minutes 32 seconds West 297.64 feet to a steel pin set at other lands now or formerly of Merle C. Weant; thence along said Weant lands North 76 degrees 57 minutes 00 seconds West

150.00 feet to a steel pin set; thence continuing along said Weant lands and lands now or formerly of Tony R. Forbes North 17 degrees 41 minutes 32 seconds East 297.64 feet to a steel pin set in the centerline of the above mentioned Harney Road; thence in and through Harney Road South 76 degrees 57 minutes 00 seconds East 150.00 feet to a steel pin set at Lot No. 8 the point and place of BEGINNING, CONTAINING 1.022 acres and being identified as Lot No. 7 on a Final Subdivision Plan dated October 22, 1999, prepared by Group Hanover, Inc. for Merle C. Weant and recorded in the Office of the Recorder of Deeds in and for Adams County, in Record Book 77 at Page 95.

BEING the same premises which Bon Ton Builders, Inc. a Pennsylvania corporation, by deed dated February 9, 2001, and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania in Record Book 2214 at Page 6, granted and conveyed unto Mario J. Lagunas and Kristi L. Lagunas, the Grantors herein.

TITLE TO SAID PREMISES IS VEST-ED IN Fernelis Cortez-Chavez, by Deed from Mario J. Lagunas and Kristi L. Lagunas, h/w, dated 02/08/2007, recorded 02/09/2007 in Book 4738, Page 241.

Tax Parcel: (15)-H18-0103-000

Premises Being: 1667 Harney Road, Littlestown, PA 17340-9373

SEIZED and taken into execution as the property of **Fernelis Cortez-Chavez** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on April 24, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

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.

3/6, 13 & 20

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1231 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 3rd day of April, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL THAT tract of land situate, lying and being in Latimore Township, Adams County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in Ridge Road at corner of Lot No. 5 on the hereinafter referred to plan of lots; thence in said Ridge Road North 45 degrees 35 minutes 36 seconds East, 200.00 feet to a point in said Ridge Road, at corner of Lot No. 7 on the hereinafter referred to plan of lots; thence by said Lot No. 7, and passing through a reference point set back 25 feet from the last mentioned point, South 44 degrees 24 minutes 24 seconds East, 435.00 feet to a point on line of land now or formerly of Joseph L. Cicierski, Jr.; thence by said land of Joseph L. Cicierski, Jr., South 45 degrees 35 minutes 36 seconds West, 200.00 feet to a point at corner of Lot No. 5 on the hereinafter referred to plan of lots; thence by said Lot No. 5, passing through a reference point set back 25 feet from the next mentioned point, North 44 degrees 24 minutes 24 seconds West, 435.00 feet to a point in Ridge Road, the point and place of BEGINNING, CONTAINING 1.9972 Acres.

The above description was taken from a plan of lots prepared by John R. Williams, P.L.S., dated February 9, 1999, recorded in Plat Book 75 at page 93, designating the above as Lot No. 6.

BEING the same lands and premises conveyed to Joseph R. French and Lorri L. French, husband and wife, as tenants of an estate by the entireties, by Deed from Joseph L. Cicierski, Jr. and June N. Cicierski, husband and wife dated January 4, 2001 and recorded in the office of the Recorder of Deeds of Adams County, Pennsylvania on January 12, 2001 in Book 2195, Page 203.

Parcel # (23) J04-0006D

Being also known as 1329 Ridge Road, York Springs, PA 17372

SEIZED and taken into execution as the property of **Joseph R. French & Lorri L. French** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on April 24, 2009, and distribution will be made in accordance

with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

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.

3/6, 13 & 20

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-843 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 3rd day of April, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that tract of land situate, lying and being in Germany Township, Adams County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a steel pin set in Gettysburg Road (T-434), and at corner of Lot No. 17; thence by said Lot No. 17, North 82 degrees 44 minutes 25 seconds East, 412.96 feet to a steel pin set at corner of Lot No. 17 and other land of Ronald W. Smith Investment Company, Inc.; thence by said land of Ronald W. Smith Investment Company, Inc., North 82 degrees 36 minutes 27 seconds East, 406.39 feet to a steel pin set; thence continuing by the same North 29 degrees 13 minutes 11 seconds East, 12.66 feet to a concrete monument; thence continuing by the same South 73 degrees 20 minutes 22 seconds East, 486.49 feet to a steel pin; thence South 29 degrees 13 minutes 11 seconds West, 993.88 feet to a steel pin; thence North 89 degrees 34 minutes 15 seconds West, 826.55 feet to a steel pin in Gettysburg Road (T-434); thence in and along said Gettysburg Road (T-434) North 00 degrees 25 minutes 45 seconds East, 312.97 feet to a steel pin in Gettysburg Road (T-434) and corner of Lot No. 14; thence by said Lot No. 14, South 89 degrees 34 minutes 15 seconds East, 335.00 feet to a concrete monument; thence by Lot No. 14, Lot No. 15 and Lot No. 16, North 00 degrees 25 minutes 45 seconds East, 320.17 feet to a concrete monument at a corner of Lot No. 16; thence by said Lot No. 16, North 41 degrees 58 minutes 04 seconds West, 175.80 feet to a monument; thence by said Lot No. 16, North 89 degrees 34 minutes 15 seconds West, 216.46 feet to a steel pin in the Gettysburg Road (T-434); thence in said

Gettysburg Road (T-434) North 00 degrees 25 minutes 45 seconds East, 70.00 feet to a steel pin in said Gettysburg Road (T-434); thence continuing in said Gettysburg Road (T-434), North 21 degrees 28 minutes 53 seconds East, 56.14 feet to a steel pin in Gettysburg Road (T-434) at corner of Lot No. 17, the place of BEGINNING, CONTAINING 20.0639 Acres, more or less.

Known as Lot No. 1 on a draft of survey identified as St. John's Corner, Phase II, prepared by Loss-Stair Civil Engineering, Inc., dated August 29, 2006, revised September 27, 2006, and about to be recorded.

Being part of the same which Ronald W. Smith and Deanna G. Smith, husband and wife, by deed dated December 22, 2003, and recorded in the office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 3424 at page 145, sold and conveyed unto Ronald W. Smith Investment Company, Inc., the grantor herein named.

Parcel Identification NO: (15) 117-0042

TITLE TO SAID PREMISES IS VESTED IN Leroy E. Kelly and Paula Krynick, as joint tenants with the right of survivorship and not as tenants in common, by Deed from Ronald W. Smith, Investment Company, Inc., a Maryland corporation, dated 06/08/2007, recorded 06/21/2007, in Deed Book 4880, page 186.

Premises Being: 314 Gettysburg Road, Littlestown, PA 17340

SEIZED and taken into execution as the property of **Paula Krynick a/k/a Paula Jean Krynick & Leroy Kelly a/k/a Leroy E. Kelly** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on April 24, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

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.

3/6, 13 & 20

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 MARC ARLEN, DEC'D**

Late of Reading Township, Adams County, Pennsylvania

Administratrix: Lori A. Johnstone, 27 Gray Stone Way, Laguna Niguel, CA 92677

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

ESTATE OF SARANNA C. BEEGLE, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Executor: John D. L. Beegle, 815 Sunset Avenue, Gettysburg, PA 17325

Attorney: John R. White, Campbell & White, P.C., 112 Baltimore Street, Gettysburg, PA 17325

ESTATE OF CARL E. BROTHERS, DEC'D

Late of Latimore Township, Adams County, Pennsylvania

Marjorie H. Brothers, 198 Lake Meade Drive, East Berlin, PA 17316

Attorney: Bridget M. Whitely, Esq., Skarlatos & Zonarich LLP, 17 South 2nd Street, 6th Floor, Harrisburg, PA 17101

ESTATE OF BERTHA L. HOOVER a/k/a BERTHA LAURA HOOVER, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executrix: Kathy A. Gross, c/o Samuel A. Gates, Esq., Gates & Gates, P.C., 250 York Street, Hanover, PA 17331

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

ESTATE OF BARBARA A. MUHLY, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executrix: Florence L. Doggett, 10463 Church Hill Road, Myersville, MD 21773

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

ESTATE OF PAUL W. STERNER, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: PNC Bank NA, Successor to Sterling Financial Trust, P.O. Box 308, Camp Hill, PA 17001-0308

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

SECOND PUBLICATION**ESTATE OF MATTHEW R. EYLER, DEC'D**

Late of Tyrone Township, Adams County, Pennsylvania

Administratrix: Heather J. Eyer, 154 Pin Oak Place, McSherrystown, PA 17344

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

ESTATE OF L. GENEVA HUBLEY, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: Fred Curtis Hubley, c/o Garber & Garber, 40 South Duke Street, York, PA 17401-1441

Attorney: John M. Garber, Esq., Garber & Garber, 40 South Duke Street, York, PA 17401-1441

ESTATE OF PHYLLIS M. KESSLER, DEC'D

Late of the Borough of Fairfield, Adams County, Pennsylvania

Executor: Robert J. Kessler, 617 Mt. Laurel Road, Mt. Laurel, NJ 08054

Attorney: Teeter, Teeter & Teeter, 108 W. Middle St., Gettysburg, PA 17325

ESTATE OF MARGOT MAY MARYN, DEC'D

Late of the Borough of Bonneauville, Adams County, Pennsylvania

Executor: Micah Aaron Maryn, 305 North Street NE, Leesburg, VA 20176

Attorney: Teeter, Teeter & Teeter, 108 W. Middle St., Gettysburg, PA 17325

ESTATE OF MAE E. WAGGONER, DEC'D

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

Executrix: Susan Waggoner, c/o Menges, McLaughlin & Kalasnik, P.C., 145 East Market Street, York, PA 17401

Attorney: Matthew D. Menges, Esq., Menges, McLaughlin & Kalasnik, P.C., 145 East Market Street, York, PA 17401

THIRD PUBLICATION**ESTATE OF DOUGLAS L. KIBLER, DEC'D**

Late of Cumberland Township, Adams County, Pennsylvania

Administratrix: Sharon R. Evans, 81 Pegram Street, Gettysburg, PA 17325

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

ESTATE OF PAUL A. MOYER, DEC'D

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Executor: Charles P. Moyer, P.O. Box 93, Thomasville, PA 17364

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

ESTATE OF ELIZABETH J. SHILLING, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Personal Representatives: Lloyd W. Geer, 22 Wortz Drive, Fairfield, PA 17320; LaRhue J. Geer, 22 Wortz Drive, Fairfield, PA 17320

Attorney: Lynn G. Peterson, Esq., Peterson & Peterson, 515 Carlisle Street, Hanover, PA 17331

ESTATE OF EDGAR S. SMITH, DEC'D

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Executor: Donald Joseph Smith, 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 FREDERICK S. WEISER a/k/a FREDERICK SHEELY WEISER, DEC'D

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Executor: Larry M. Neff, c/o Thomas M. Shultz, Esq., Shultz Law Firm, LLC, 215 Baltimore Street, Hanover, PA 17331

Attorney: Thomas M. Shultz, Esq., Shultz Law Firm, LLC, 215 Baltimore St., Hanover, PA 17331

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-912 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 3rd day of April, 2009, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

ALL that tract of land situate, lying and being in Germany Township, Adams County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point in the center of Pennsylvania Legislative Route No. 01056; thence continuing in the center of said route North 86 degrees 17 minutes 50 seconds West, 123.44 feet to a point in the center of the aforesaid Pennsylvania Legislative Route No. 10056; thence through a steel pin 25 feet from aforesaid point and by lands now or formerly of Calvin Zinn, North 21 degrees 15 minutes East, 372.07 feet to a steel pin at lands now or formerly of Claude Garrick; thence by same South 86 degrees 22 minutes 10 seconds East, 114.77 feet to a steel pin; thence by same, South 21 degrees 9 minutes West, 311.75 feet to a steel pin; thence by same, South 13 degrees 35 minutes 40 seconds West, 58.35 feet to the place of BEGINNING, CONTAINING 0.9426 Acres.

The above description was taken from a draft of survey by J. H. Rife, R. E., dated May 23, 1962.

Being the same which Wayne A. Reinaman and Diane Reinaman, his wife, and Laraine K. Haverstick and John Haverstick, her husband, by their deed dated March 19, 1999, which said deed is recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 1807 at page 45, sold and conveyed unto Jimmie C. Bowers and Betty L. Bowers, husband and wife, and Robert M. Ranoull and Amy L. Ranoull, husband and wife, the Grantors herein.

LESS, HOWEVER, a 1909 square foot parcel, which was conveyed to Frederick Whistler, by deed, dated March 2, 2000, and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 2009 at page 211.

TITLE TO SAID PREMISES IS VESTED IN Amy Lynn Ranoull the Administratrix of the Estate of Robert Michael Ranoull, Deceased and Amy Lynn Ranoull, wife, and Susan Mae Rutledge, daughter, both of 286 Georgetown Road, Littlestown and heirs at law of the Estate of Robert Michael Ranoull, Deceased by reason of the following:

AND THE SAID Robert Michael Ranoull being so seized thereof, departed this life on June 15th, 2006, intestate, leaving to survive the following heir(s) at law: Amy Lynn Ranoull, wife, and Susan Mae Rutledge, daughter, both of 286 Georgetown Road, Littlestown AND Letters of Administration on the Estate of Robert Michael Ranoull aforesaid were duly granted unto Amy Lynn Ranoull by

the Register of Wills of Adams County, Pennsylvania on June 26th, 2006 at Estate Docket #0106-0237.

Tax Parcel: 15-118-0054-000

Premises Being: 286 Georgetown Road, Littlestown, PA 17340

SEIZED and taken into execution as the property of **Amy L. Ranoull a/k/a Amy Lynn Ranoull** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on April 24, 2009, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale.

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.

3/6, 13 & 20

NOTICE

On the 24th day of March, 2009, at 9:00 a.m., a hearing will be held in the Adams County Courthouse, Fourth Floor, Gettysburg, PA, to determine whether the Gettysburg Area School District shall sell its student built house located at 95 Pin Oak Lane (Cumberland Township), Gettysburg, Pennsylvania, 17325 to William H. Hall for the purchase price of \$280,000, upon terms and conditions set forth in an Agreement of Sale dated February 17, 2009.

Any person who wishes to oppose the sale must attend the hearing and be heard.

Robert L. McQuaide
Solicitor
(717) 337-1360

3/6, 13 & 20

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