

Adams County Legal Journal

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IN THIS ISSUE

BK ENGINEERS VS. CONEWAGO VALLEY
SCHOOL DISTRICT

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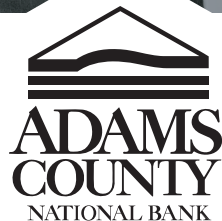
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ADAMS COUNTY LEGAL JOURNAL (USPS 542-600)

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SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 07-S-1081 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 30th day of January, 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 parcel of land in the Township of Mt. Joy, Adams County, Commonwealth of Pennsylvania, as more fully described in Deed Book 4622, Page 192, ID # H16-68B. Being known and designated as all that tract of land situate, lying and being in Mt. Joy Township, Adams County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of Township Road T-428, known as Bowers Road, at corner of land now or formerly of Brenda Lee Dinapoli, designated as Lot No. 2 on the plan of lots referred to below; thence by said land of Brenda Lee Dinapoli, designated as Lot No. 2, North 69 degrees, 19 minutes, 44 seconds West, 209.40 feet to a point; thence by Lot No. 5 on the plan of lots referred to below, North 6 degrees, 56 minutes, 53 seconds East, 166.56 feet to a point; thence by other lands now or formerly of Brenda Lee Dinapoli, South 66 degrees, 12 minutes, 49 seconds East, 233.14 feet to a point in the center of Township Road T-428, South 14 degrees, 29 minutes, 59 seconds West, 150 feet to a point in the center of said road, the place of BEGINNING, CONTAINING 34,197 square feet.

The above description was taken in part from a plan of lots prepared by Donald E. Worley, RS., dated August 23, 1977, recorded in Plat Book 19 at Page 9, designated the above as Lot No. 3 and a portion of Lot No. 4.

Deed from the John Hart and Betty Hart Revocable Living Trust, by John Hart and Betty Hart, husband and wife, as Trustees of the John H as set forth in Deed Book 4622, Page 192 dated 10/20/2006 and recorded 10/30/2006, Adams County Records, Commonwealth of Pennsylvania.

BEING KNOWN AS: 54 Bowers Road (Mount Joy Township), Littlestown, PA 17340

PROPERTY ID NO.: (30) H 16-0068 B

TITLE TO SAID PREMISES IS VESTED IN Raymond E. Bosley and Karen L. Bosley, husband and wife by deed from the John Hart and Betty Hart Revocable Living Trust, by John Hart and Betty Hart, husband and wife, as trustees of the John Hart and Betty Hart Revocable dated 10/20/2006 recorded 10/30/2006 in Deed Book 4622 Page 192.

SEIZED and taken into execution as the property of **Raymond E. Bosley & Karen L. Bosley** 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 February 20, 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.

1/2, 9 & 16

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1087 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 30th day of January, 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 lying and situate in Liberty Township, Adams County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a railroad spike in the center of public highway leading from Fairfield to Emmitsburg at land now or formerly of Wilbur F. Sites; thence in the center of said highway, South 42 degrees 55 minutes East, 81.4 feet to a railroad spike in the center of said highway; thence in the center of said highway, South 31 degrees 18 minutes East,

210.7 feet to a point in the center of said highway; thence by land now or formerly of Russell Hartman, South 36 degrees 14 minutes West, 76.4 feet to an iron pin; thence by land now or formerly of Lloyd Hartman, North 71 degrees 50 minutes West, 242.7 feet to an iron pin; thence by land now or formerly of Wilbur F. Sites, North 8 degrees 5 minutes East, 155 feet to an iron pin; thence by the same, North 52 degrees 32 minutes East, 110 feet to a railroad spike in the center of the aforementioned public highway, the place of BEGINNING, CONTAINING 1 Acres 20 perches.

TITLE TO SAID PREMISES IS VESTED IN Robert C. Humphrey, Jr. and Deborah A. Humphrey, h/w, by Deed from Robert C. Humphrey, Jr., dated 10/24/2001, recorded 11/07/2001, in Deed Book 2455, page 291.

Tax Parcel: (25) C16-0035A-000

Premises Being: 491 Tract Road, Fairfield, PA 17320

SEIZED and taken into execution as the property of **Robert C. Humphrey, Jr. a/k/a Robert Humphrey & Deborah A. Humphrey a/k/a Deborah Humphrey a/k/a Deborah A. Rice a/k/a Deborah Ann Rice** 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 February 20, 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.

1/2, 9 & 16

BK ENGINEERS VS. CONEWAGO VALLEY SCHOOL DISTRICT

1. Where the terms of a contract are clear and unambiguous, courts are required to give affect to that language. If a contract is reasonably susceptible of different constructions, is obscure in meaning through indefiniteness of expression or has double meaning, then the contract is ambiguous.

2. One part of a contract is not to be interpreted so as to annul another part but rather writings which compromise the agreement must be interpreted as a whole.

3. An adhesion contract is defined as a standardized contract form offered to consumers of goods and services on essentially “take it or leave it” basis without affording consumer realistic opportunity to bargain and under such conditions that consumer cannot obtain desired product or services except by acquiescing in form contract.

4. Whether a contract is, in fact, an adhesion contract must be determined on an individual basis, in light of the particular circumstances of the parties involved. Contracts entered between corporations with equal bargaining power will not be considered contract of adhesion.

5. Pennsylvania law recognizes that exculpatory provisions in a contract may not be raised as a defense where (1) there is an affirmative or positive interference by the owner with the contractor’s work, or (2) there is a failure on the part of the owner to act on some essential matter necessary to the prosecution of the work.

6. On the other hand, where the contract contains a provision which provides in substance for no liability on the part of the owner for delays of the owner, architect, engineers, or other contractors in connection with the work or the delays which are reasonably anticipated from the circumstances attending the project, the provision of the contract is enforceable.

In the Court of Common Pleas of Adams County, Pennsylvania,
Civil, No. 07-S-532, BK ENGINEERS & CONSTRUCTORS, INC.
VS. CONEWAGO VALLEY SCHOOL DISTRICT.

Peter M. Good, Esq., for Plaintiff

Gary E. Hartman, Esq., for Defendant

George, J., March 19, 2008

OPINION

Before the Court is the request of BK Engineers & Constructors, Inc. (“BK Engineers”) for a declaratory judgment seeking contractual interpretation holding Conewago Valley School District (“School District”) responsible for alleged delay damages incurred in the completion of construction at various properties owned by the School District. Although all parties agree that the various agreements between the parties require resolution of any disputes resulting from those agreements to be submitted to compulsory arbitration, there is disagreement as to the proper perimeters and subject matter of the compulsory arbitration. BK Engineers seeks approximately

\$570,000 in delay damages and suggests that this amount is an appropriate subject of any arbitration proceeding. The School District argues that delay damages are expressly waived by the various contractual documents executed between the parties and thus are not the proper subject for arbitration.

This dispute finds its origination in 2002 when the School District solicited bids from construction contractors to perform alterations and additions at several School District properties including the New Oxford Middle/High School; the New Oxford stadium building; the Conewago Township Elementary School; and the New Oxford Elementary School. Among the bids accepted by the School District was BK Engineers' bid to perform certain HVAC and plumbing work. The contractual relationship between the parties is defined by two project manuals dated March 18, 2002 consisting of well over 1,000 pages. Additionally, six addendums spanning from March 28, 2002 through April 29, 2002 further defined the respective obligations between the parties. Among the contractual documents are the bidding requirements for the project; the contracting requirements; and the contract specifications detailing how the work was to be completed. Included in these various documents are two documents of particular relevance to this dispute consisting of a "Form of Agreement" and "General Conditions of Contract." The School District relies upon specific language in the "Form of Agreement" in arguing that BK Engineers is contractually prohibited in filing a claim for delay damages.¹ On the other hand, BK Engineers argues that the language cited by the School District conflicts with the specific language in the document titled "General Conditions of the Contract." BK Engineers suggests that the conflicting language expressly permits the imposition of delay damages as a remedy for breach of contract or, as an alternative, it creates sufficient ambiguity to make the language cited

¹The specific language in the "Form of Agreement" reads as follows:

ARTICLE IX – CONTRACTOR AGREES that no claims for increased costs, expenses, damages of any kind, or any other charges whatsoever, shall be made by the Contractor against the Owner for any delay or hindrance from any cause whatsoever in the progress of the work, whether such result from delay or hindrances of "Owner, Architect, Engineers, or other contractors, or from strikes, walk-outs, or work stoppages."

Project Manual Volume I, pg. FOA – 4.

by the School District unenforceable.² Finally, BK Engineers argues that even if the language in the “Form of Agreement” precludes a claim for delay damages, the contractual term is unenforceable as an adhesion contract for which there was no consideration. Before I discuss the specifics of the contractual documents at issue, a review of the general law in this area will be helpful.

Our Appellate Courts have instructed that a contract must be construed according to the meaning of its language. *Empire Sanitary Landfill, Inc. v. Riverside Sch. Dist.*, 739 A.2d 651, 654 (Pa.CmwltH. 1999). Where the terms of a contract are clear and unambiguous, courts are required to give affect to that language. *TIG Specialty Ins. Co. v. Koken*, 855 A.2d 900, 908 (Pa.CmwltH. 2004), *affirmed*, 890 A.2d 1045 (Pa. 2005). If a contract is reasonably susceptible of different constructions, is obscure in meaning through indefiniteness of expression or has double meaning, then the contract is ambiguous. *Dept. of Transportation v. Mosites Construction Co.*, 494 A.2d 41, 43 (Pa.CmwltH. 1985).

The interpretation and construction of a contract is a question of law to be decided by the courts. *Id.* 494 A.2d at 43. To assist in this endeavor, appellate courts have enunciated a number of principles of construction. For instance, a court must interpret a contract as written and the intention of the parties can be ascertained only by examining the entire instrument so that each and every part of the contract is taken into account and given effect. *Argeros and Co., Inc. v. Commonwealth of Pa., Dept. of Transp.*, 447 A.2d 1065, 1067 (Pa.CmwltH. 1982). One part of a contract is not to be interpreted so as to annul another part but rather writings which compromise the agreement must be interpreted as a whole. *Charles D. Stein Revokable Trust v. Gen. Felt Indus., Inc.*, 749 A.2d 978, 980 (Pa.Super. 2000). In considering the entire instrument, its provisions are to be construed according to the plain meaning of its language. *Adams v. Pa. Pub. Util. Comm’n.*, 819 A.2d 631, 634 (Pa.CmwltH. 2003).

²The conflicting language relied upon by BK Engineers reads as follows:

ARTICLE 8 – TIME

8.3 DELAYS AND EXTENSIONS OF TIME...

8.3.4 This provision does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

An inclusive reading of all the relevant provisions of the exhaustive contractual documents leads me to conclude that ARTICLE IX of the “Form of Agreement” is a valid exculpatory term of the parties’ agreement which prohibits claims by the contractor for delay damages. The language of the provision is clear and is set out in non-technical language understandable by a lay reader. There is nothing ambiguous about the plain meaning of the language used.

BK Engineers suggests that since ARTICLE IX of the “Form of Agreement” is directly contradicted by language in the “General Conditions of Contract,” as a matter of law, the contractual terms are ambiguous and unenforceable. Although, as previously indicated, there is Appellate support for the principle of law cited by BK Engineers, that principle has no application to the contractual language before the Court. The fallacy of BK Engineers’ argument is found in the specific language referenced in the “General Conditions of Contract.” When read according to the plain meaning of the words used, the provision does not contradict the language in ARTICLE IV prohibiting delay damages filed by the contractor against the owner. Specifically, the language does not **authorize** delay damages but rather only **permits** the recovery of delay damages if those damages are otherwise authorized under “other” provisions of the contract documents. Accordingly, I find no conflict or ambiguity in the contractual terms.

This conclusion is supported by other terms in the “General Conditions of Contract.” For instance, the language cited by BK Engineers is found in a section of the contract permitting the contractor to extend time for performance if the contractor is delayed due to any act or negligence on the part of the owner, architect, or others contracted by the owner. GC-17, paragraph 8.3. In the instance of such a delay, the contractor is required to provide written notice to the architect within 20 days of such delay. GC-17, paragraph 8.3.2. Notably, the “General Conditions of Contract” permit delay damages in the form of “liquidated damages” if the contractor fails to meet specific time requirements. GC-31, ARTICLE XVI. Also, the contractor may recover any additional costs involved where the owner issues an order to stop work and the contractor is not at fault. GC-29, 12.1.8. Together, the language of the contract documents define a relationship where liquidated damages are permitted

to the School District in the event of contractor delay which is not otherwise authorized by the job site architect. On the other hand, BK Engineers may not seek delay damages against the owner unless those damages are the result of an affirmative order to stop work which does not involve fault on the part of the contractor. In such instance, additional costs may be recovered. Thus, the contractual documents, when read in their entirety, do not present any ambiguous contradiction.

In the alternative, BK Engineers seeks that the relevant contractual term is unenforceable as the contract between the parties is an adhesion contract. This contention lacks merit. In *Denlinger, Inc. v. Dendler*, 608 A.2d 1061, 1066 (Pa.Super. 1992), the Superior Court cited to Black's Law Dictionary in defining an adhesion contract as a:

[s]tandardized contract form offered to consumers of goods and services on essentially "take it or leave it" basis without affording consumer realistic opportunity to bargain and under such conditions that consumer cannot obtain desired product or services except by acquiescing in form contract. Distinctive feature of adhesion contract is that weaker party has no realistic choice as its terms...Not every such contract is unconscionable.

Id. A.2d at 1066, 67. Whether a contract is, in fact, an adhesion contract must be determined on an individual basis, in light of the particular circumstances of the parties involved. *Commonwealth of Pennsylvania v. Monumental Properties, Inc.*, 314 A.2d 333, 339 (Pa.Cmwlth. 1973). Contracts entered between corporations with equal bargaining power will not be considered contracts of adhesion. *Employer's Liability Assurance Corp., Ltd. v. Greenville Business Men's Assoc.*, 224 A.2d 620, 622, 23 (Pa. 1966). Once a contract is deemed to be one of adhesion, its terms must be analyzed to determine whether the contract as a whole, or specific provisions of it are unconscionable. *Bishop v. Washington*, 480 A.2d 1088, 1094, 95 (Pa.Super. 1984). Merely because a contract is a contract of adhesion does not automatically render it unconscionable and unenforceable. *Todd Heller, Inc. v. United Parcel Service, Inc.*, 754 A.2d 689, 700 (Pa.Super. 2000).

In light of the foregoing authority, it is clear that BK Engineers' position lacks merit. The general formulation of the doctrine of

unconscionability as it relates to adhesion contracts arose to offer protection to consumers who lacked a meaningful choice in the acceptance of terms which unfairly favor the provider of goods or services. By definition, under both the statutory and common-law formulation, adhesion contracts require a consumer of goods or services. The contract before the Court is not of that nature. Rather, BK Engineers is the provider of the services and did not act as a consumer who had no other viable options. The business relationship of the parties does not present a take-it-or-leave-it atmosphere in obtaining a necessary good or service. A diligent search of case law in this matter has failed to find any application of the doctrine of adhesion contracts under circumstances as those which are currently before the Court. BK Engineers is a commercial entity with meaningful choices as to which contractual relationships it enters for the purpose of supplying construction services. Moreover, it cannot credibly be suggested that the School District is the exclusive consumer of construction services. I find nothing about the relationship between the parties which would induce one to “adhere” to unfavorable contract terms and thereby reduce meaningful choice. Accordingly, the defense raised by BK Engineers that the provision at issue is unenforceable as an adhesion contract is rejected.

Consistent with prevailing case law, I find that the no damages for delay clause is enforceable. See *Cooper v. East Penn School District*, 903 A.2d 608, 613 (Pa.Cmwlth. 2006). However, whether the contractual provision may operate as a defense to BK Engineers’ claims for damages remains unresolved as this Court lacks the factual background to determine that issue. As noted by the Commonwealth Court in *Cooper, supra*, Pennsylvania law recognizes that exculpatory provisions in a contract may not be raised as a defense where (1) there is an affirmative or positive interference by the owner with the contractor’s work, or (2) there is a failure on the part of the owner to act on some essential matter necessary to the prosecution of the work. *Id.* citing *Henry Shenk Co. v. Erie County*, 178 A. 662 (Pa. 1935). As summarized in *Cooper*:

... [A]ffirmative or positive interference sufficient to overcome the “no damages for delay clause” may involve availability, access or design problems that pre-existed the building process and were known by the owner but

not by the contractor. *Coatesville Contractors & Eng'rs, Inc. v. Borough of Ridley Park*, 509 Pa. 553, 506 A.2d 862 (1986) (pre-existing access problems caused by undrained lake known by owner but unknown by contractor); *Commonwealth of Pa., Dept. of Highways v. S.J. Groves & Sons Co.*, 20 Pa. Cmwlt. 526, 343 A.2d 72 (Pa.Cmwlt. 1975) (that contractor would not have access to portion of construction site for 14-week period while utility removed and replaced cable conduits was known by owner but unknown by contractor). Similarly, an owner cannot insulate itself from a delay damage claim where it fails to perform an essential contractual duty. *Gasparini Excavating Co. v. Pa. Tpk. Comm'n.*, 409 Pa. 465, 187 A.2d 157 (1963) (owner with contract responsibility for contractor cooperation pursuant to "predetermined program" directed contractor to proceed, but contractor prevented from accessing work area for five months because of another contractor); *Commonwealth of Pa., State Highway & Bridge Auth. (Penn-DOT) v. Gen. Asphalt Paving Co.*, 46 Pa. Cmwlt. 114, 405 A.2d 1138 (Pa.Cmwlt. 1979) (owner assumed responsibility for negotiating relocation of water line, but failed to do so expeditiously, resulting in denial of access while water line relocated by others).

Id. A.2d at 613-14. On the other hand, where the contract contains a provision which provides in substance, as this one does, for no liability on the part of the owner for delays of the owner, architect, engineers, or other contractors in connection with the work or the delays which are reasonably anticipated from the circumstances attending the project, the provision of the contract is enforceable. *Henry Shenk Co. v. Erie County*, 178 A. 662, 665, 666 (Pa. 1935).

Currently, the pleadings in this declaratory judgment action do not include a factual background in regard to the underlying reason for which BK Engineers is seeking delay damages. As such, it is impossible for this Court to determine whether or not the alleged damages resulted from delays which were reasonably anticipated from the circumstances attending the project. Pursuant to the terms of the contractual documents entered between the parties, the issue as to

whether the causes of delay are encompassed in the no delay damages clause is a proper subject for the arbitrators or other fact finder.³

In sum, for the foregoing reasons, I hold that ARTICLE IX of the “Form of Agreement” is a legally binding and valid clause. Its application, however, is subject to the limitations imposed by *Shenk* and its progeny as summarized in *Cooper*. In light of the need for a factual record to aid resolution of the applicability of the no delay damages clause, the issue is properly submitted to the fact finder which, in this case, appears to be the board of arbitrators.

ORDER

AND NOW, this 19th day of March, 2008, declaratory judgment is entered in favor of the Conewago Valley School District and against BK Engineers & Constructors, Inc. in so far as the Court determines that ARTICLE IX of the “Form of Agreement” is a valid and legally binding provision. In the event a subsequent fact finder determines that the damages sought by BK Engineers & Constructors, Inc. are for delays of other contractors in connection with the work, or are delays which are covered by the contract, or are delays which are reasonably anticipated from the circumstances attending the project, related claims for damages for delay are precluded. On the other hand, if the damages stem from an affirmative or positive interference by the owner with the contractor’s work, or owners’ failure to act on some essential matter necessary to the prosecution of the work, claims for damages are not precluded by the contractual term. In this regard, a failure of the School District to act on some essential matter may not be found where delays are attributable to the work of other contractors.

³It is not before the Court to determine whether or not claims for delay damages are precluded by other provisions of the contractual arrangement between the parties such as Section 12.2 of the “General Conditions of Contract.”

IN THE COURT OF
COMMON PLEAS OF
ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION—LAW
CIVIL ACTION NO. 2008-S-1773
Action to Quiet Title

DEUTSCHE BANK NATIONAL TRUST
COMPANY, TRUSTEE OF ARGENT
MORTGAGE SECURITIES, INC.,
ASSET BACKED PASS THROUGH
CERTIFICATES, SERIES 2004-W11,
PLAINTIFF

vs.

IRA R. LINEBAUGH, VERNA M.
LINEBAUGH, CARL R. THAYER, JR.,
MABEL F. WETZEL, TERESA S. SCRIP-
TURE, ELAINE L. HOOPER, RICHARD
L. FITZ, MARTHA G. FITZ, THOMAS S.
LEASE, JOHN DOE NO. 1, JOHN DOE
NO. 2, and JOHN DOE NO. 3,
DEFENDANTS

TO: THOMAS S. LEASE, JOHN DOE
NO. 1, who is the unknown owner of a
Lutheran Cemetery located at or near
the intersection of Jacks Mountain Road,
Old Waynesboro Road, and Waynesboro
Pike, Liberty Township, Adams County,
JOHN DOE NO. 2, who is the unknown
heir of Eleanor M. Linebaugh, and JOHN
DOE NO. 3, who is the unknown heir of
William J. Sprengle.

COMPLAINT TO QUIET TITLE

You are hereby notified that Plaintiff,
Deutsche Bank National Trust Company,
Trustee Of Argent Mortgage Securities,
Inc., Asset Backed Pass Through
Certificates, Series 2004-W11, has filed a
Complaint to Quiet Title endorsed with
a Notice to Defend against you in the
Court of Common Pleas of Adams
County, Pennsylvania, docketed at No.
08-S-1773, wherein Plaintiff seeks to
quiet the title with regard to the property
located at 1396 Jacks Mountain Road,
Fairfield, Adams County, Pennsylvania.

NOTICE

YOU HAVE BEEN SUED IN COURT.

If you wish to defend against the claims
set forth in the notice above, you must
enter a written appearance personally or
by attorney and file your defenses or
objections in writing with the court within
twenty (20) days after this Complaint and
Notice are served. You are warned that
if you fail to do so the case may proceed
without you and a judgment may be
entered against you by the Court 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 PAPER 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 INFORMA-
TION ABOUT AGENCIES THAT MAY
OFFER LEGAL SERVICES TO ELIGI-
BLE PERSONS AT A REDUCED FEE
OR NO FEE.

Court Administrator
Adams County Courthouse
Gettysburg, PA 17325
(717) 337-9846

SHUMAKER WILLIAMS, P.C.
By Anthony J. Foschi, I.D. #55895
Ryan P. Siney, I.D. #209190
P.O. Box 88
Harrisburg, PA 17108
(717) 763-1121
Attorneys for Plaintiff

1/16

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execu-
tion, Judgment No. 07-S-1210 issuing
out of Court of Common Pleas Adams
County, and to me directed, will be
exposed to Public Sale on Friday, the
30th day of January, 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,
lying and being in Menallen Township,
Adams County, Pennsylvania, more par-
ticularly bounded and described as fol-
lows:

BEGINNING at a concrete nail in the
right-of-way limits of Township Road
T-394 at corner of land now or formerly
of Fred Hartman; thence by said land,
North 74 degrees 14 minutes 00 sec-
onds West, 331.45 feet to an iron pipe at
lands now or formerly of Pitzer Bros.
Fruit Farms, Inc.; thence by same, North
36 degrees 20 minutes 30 seconds East,
288.00 feet to an iron pipe; thence by
same, South 88 degrees 11 minutes 00
seconds East, 305.65 feet to a spike in
the right-of-way limits of Township Road
T-394; thence in same, South 30
degrees 34 minutes 30 seconds West,
103.15 feet to a point; thence in same,
South 25 degrees 06 minutes 30 sec-
onds West, 2346.85 feet to a concrete
nail, the place of BEGINNING. CON-
TAINING 2.1100 acres.

BEING the same premises which Ray
C. Gee and Beatrice M. Gee, by
Raymond W. Newman, Sheriff of Adams
County, in the Commonwealth of
Pennsylvania, by his deed dated May 28,
2002, and recorded in the Office of the
Recorder of Deeds of Adams County,
Pennsylvania in Record Book 2675 at
page 248, granted and conveyed unto
Conseco Finance Servicing Corporation.

Parcel Identification No.: (29) F 05-
0009D-000

RECORD OWNER

TITLE TO SAID PREMISES IS VEST-
ED IN Lillian M. Armon, by Deed from
Conseco Finance Consumer Discount
Company, dated 10/22/2002, recorded
10/29/2002, in Deed Book 2854, page
83.

Premises Being: 40 Clines Church
Road, Aspers, PA 17304

SEIZED and taken into execution as
the property of **Lillian Loubier f/k/a
Lillian M. Armon** 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 February 20, 2009,
and distribution will be made in accor-
dance with said schedule, unless excep-
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the filing thereof. Purchaser must settle
for property on or before filing date.

ALL claims to property must be filed
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As soon as the property is declared
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1/2, 9 & 16

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1091 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 13th day of February, 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 described tract of land situate, lying, and being in the Borough of Abbottstown, Adams County, Pennsylvania, further bounded and limited as follows, to wit:

BEGINNING for a corner at a point on the Northerly edge of Heights Court at the Southeastern most corner of Lot No. 17 as shown on the hereinafter referred to subdivision plan; thence along said Lot No. 17 and also along Lot No. 17-A, North 32 degrees, 24 minutes, 58 seconds West 153.88 feet to a point at lands now or formerly of Bernard J. Krichen as shown on the hereinafter referred to subdivision plan; thence along said last mentioned lands now or formerly of Bernard J. Krichen, North 88 degrees, 46 minutes, 13 seconds East, 202.28 feet to a point at Lot No. 10-A on the hereinafter referred to subdivision plan; thence along said Lot No. 10-A, South 11 degrees, 02 minutes, 07 seconds East 17.18 feet to a point at Lot No. 15 on the hereinafter referred to subdivision plan; thence along said Lot No. 15, South 31 degrees, 05 minutes, 24 seconds West, 136.36 feet to a point on the aforesaid Northerly edge of Heights Court; thence in and along the Northerly edge of Heights Court by a curve to the left having a radius of 50 feet, the long chord of which is South 89 degrees, 20 minutes, 13 seconds West, 52.63 feet for an arc distance of 55.42 feet to the point and place of BEGINNING, CONTAINING 17,329 square feet.

Being known and numbered as 21 Heights Court, Abbottstown, PA 17301.

BEING the same premises which Mark A. Wallen and Julie A. Wallen, husband and wife, by Deed dated April 27, 2005 and recorded April 29, 2005 in and for Adams County, Pennsylvania, in Deed Book Volume 3949, Page 239, granted and conveyed unto Kevin Black and Karen Black.

Parcel No # (01) 004-0113

SEIZED and taken into execution as the property of **Kevin Black & Karen Black** 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 March 6, 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.

1/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-357 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 13th day of February, 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 piece, parcel or tract of land, together with the improvements thereon erected, situate, lying and being in Union Township, Adams County, Pennsylvania, more particularly bounded, limited and described as follows, to wit:

BEGINNING for a point along the westerly right-of-way line of Meadowview Drive at Lot No. 42; thence along said Lot No. 42 and Lot No. 41 North 61 degrees 34 minutes 38 seconds West, 177.07 feet to a point at Lot No. 259; thence along said Lot No. 259 North 35 degrees 53 minutes 53 seconds East, 106.41 feet to a point along the southerly right-of-way line of the Ashfield Court cul-de-sac; thence along the southerly right-of-way line of the Ashfield Court cul-de-sac by a curve to the left which has a radius of 60.00 feet, an arc distance of 64.34 feet, the long chord of which is South 84 degrees 49 minutes 25 seconds East, 61.30 feet to a point; thence continuing along the southerly right-of-way line of Ashfield Court by a curve to the right which has a radius of 25.00 feet, an arc distance of 23.55 feet, the long chord of which is South 88 degrees 33 minutes 41 seconds East, 22.69 feet to a point; thence continuing along same South 61 degrees 34 minutes 38 seconds East, 78.68 feet to a point at the intersection of Ashfield Court and Meadowview Drive; thence along the intersection of Ashfield Court and Meadowview Drive by a curve to the right which has a radius of 8.00 feet, an arc distance of 12.57 feet the long chord of which is South 16 degrees 34 minutes 38 seconds East, 11.31 feet to a point along the westerly right-of-way line of Meadowview Drive; thence along the westerly right-of-way line of Meadowview

Drive South 28 degrees 25 minutes 22 seconds West, 132.00 feet to a point, the place of BEGINNING, CONTAINING 21,896 square feet and being identified as Lot No. 260 on the final subdivision plan of Phase VI, Meadowview Estates, which plan is recorded in the Adams County Recorder of Deeds Office in Plat Book 88, page 77.

IT BEING Tract No. 10 of those ten tracts of land which Lynn Lee Construction Co., Inc., a Maryland corporation, by deed dated August 1, 2005 and recorded August 8, 2005 in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania, in Record Book 4075 at page 34, granted and conveyed unto J. A. Myers Building & Development, Inc., a Pennsylvania corporation, Grantor herein.

UNDER AND SUBJECT, NEVERTHELESS, to any restrictions, easements, building setback lines, notes, covenants and conditions as may be shown on subdivision plan recorded in Adams County Plat Book 88, page 77.

UNDER AND SUBJECT, ALSO to the Declaration of Restrictions recorded in the Adams County Recorder of Deeds Office in Record Book 4031 at page 137 (erroneously stated as Record Book 1661 at page 225 in prior deed of conveyance).

TITLE TO SAID PREMISES IS VESTED IN J. A. Myers Building & Development, Inc., a Pennsylvania Corporation, by Deed from Lynn Lee Construction Co., Inc., a Maryland Corporation, dated 08/01/2005, recorded 08/08/2005, in Deed Book 4075, page 34.

Tax Parcel: (41) 003-0179-000

Premises Being: 4 Ashfield Court, Littlestown, PA 17340

SEIZED and taken into execution as the property of **Rosemary A. Ashby** 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 March 6, 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.

1/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1205 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 13th day of February, 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 along the State Highway leading from Bonneauville to Two Taverns in Bonneauville Borough, Adams County, Pennsylvania, which is bounded and described as follows:

BEGINNING at a point in the center of the state highway aforesaid at lands of Harold Noble, said point is South thirty-two and one-fourth (32-1/4) degrees West one hundred eighty (180) feet from another point, which last mentioned point is in the center of the state highway aforesaid at land of Francis V. Staub; thence by lands of said Harold Noble through an iron pin on the East side of said state highway South fifty-seven and three-fourths (57-3/4) degrees East one hundred seventy-five (175) feet to an iron pin at other land of the grantor, thence by said lands South thirty-two and one-fourth (32-1/4) degrees West one hundred (100) feet to an iron pin at other land of the grantor thence by said lands North II fifty-seven and three-fourths (57-3/4) degrees West one hundred seventy-five (175) feet through an iron pin on the East side of the state highway to a point in the center of said state highway; thence by the center of said state highway North thirty-two and one-fourth (32-1/4) degrees East one hundred (100) feet to a point, the place of BEGINNING.

BEING THE SAME PREMISES which Martin David Seymore, also known as Martin David Seymore, Sr. and Hilda Marie Seymore, husband and wife, by Indenture (dated 06-01-92 and recorded 06-04-92 in the office of the Recorder of Deeds in and for the County of Adams in Deed Book 629. Page 508, granted and conveyed unto Marcia D. Seymore, single.

BEING KNOWN AS: 9 Locust Street, Gettysburg, PA 17325

PARCEL NO. (06) 008-0006

SEIZED and taken into execution as the property of **Marcia Seymore** 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 March 6, 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.

1/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 08-S-1226 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 13th day of February, 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 piece, parcel or tract of land, together with the improvements thereon erected, situate, lying and being in the Borough of Bonneauville, Adams County, Pennsylvania more particularly bounded, limited and described as follows, to wit:

BEGINNING at a point along the right-of-way line of Bonnielfield Circle, a fifty (50) feet wide right-of-way, and corner of Lot No. 28 on the hereinafter referred to subdivision plan; thence along Lot No. 28, North forty-six (46) degrees thirteen (13) minutes thirty-one (31) seconds West, one hundred ten and zero hundredths (110.00) feet to a point along line of lands now or formerly of late of John E. and Reba F. Biemiller; thence along said lands now or formerly of late of John E. and Reba F. Biemiller, North forty-three (43) degrees forty-six (46) minutes twenty-nine (29) seconds East, seventy-five and zero hundredths (75.00) feet to a point at corner of Lot No. 30 of the hereinafter referred to subdivision plan; thence along Lot No. 30, South forty-six (46) degrees thirteen (13) minutes thirty-one (31) seconds East, one hundred ten and zero hundredths (110.00) feet to a point along the right-of-way line of Bonnielfield Circle aforesaid; thence along the right-of-way line of Bonnielfield Circle, South forty-three (43) degrees forty-six (46) minutes twenty-nine (29) seconds West, seventy-five and zero hundredths (75.00) feet to the point and place of BEGINNING. (CONTAINING 8,250.00 square feet and being Lot No. 29 on Final Plan of Bonnielfield, prepared by Edward H. Richardson Associated, Inc., dated February 26, 1976, File No. G-006, which said subdivision plan is recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania, in Plan Book 9, page 241.

UNDER AND SUBJECT, NEVERTHELESS, to all restrictions, easements, rights-of-way and covenants of record.

TAX PARCEL #: 6-9-43

Property Address: 20 Bonnielfield Circle, Gettysburg, PA 17325

SEIZED and taken into execution as the property of **Timothy M. Warthen** 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 March 6, 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.

1/16, 23 & 30

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 03-S-380 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 13th day of February, 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 described 4 tracts of land described lot of ground, with improvements thereon erected, situate in Franklin Township, Adams County, Pennsylvania, bounded and described as follows:

TRACT NO. 1: BEGINNING at a stone for a corner on the South side of a public road running from Route 234 to Cashtown near a pine tree; thence running on the south side of the said public road South 70 degrees West, 83 feet to a point on land now or formerly of Ernest Saum North 15-1/2 degrees West, 278.3 feet to a stone corner; thence running by land now or formerly of George McDannell North 82-1/2 degrees East, 140.5 feet to a stone corner; thence running by land now or formerly of Gilbert Bucher's heirs South 2-1/2 degrees East, 256.50 feet to a stone, the place of BEGINNING, CONTAINING 108 perches.

TRACT NO. 2: BEGINNING at a point in Township Road T-364 at other lands now or formerly of Ernest Saum; thence by lands now or formerly of Saum and passing through a reference iron pin set back 37 feet from the place of beginning North 07 degrees 18 minutes West, 271.50 feet to a steel pin at lands now or formerly of Paul McDannell; thence by lands now or formerly of Paul McDannell North 87 degrees 54 minutes East 90.87 feet to a steel pin at lands now or formerly of Donald Coldsmith; thence by lands now or formerly of Coldsmith and passing through a reference steel pin 26 feet from the terminus of their call South 07 degrees 30 minutes East, 265.65 feet to a point in Township Road T-364; thence in said Township Road South 84 degrees 12 minutes West, 91.45 feet to a point at the place of BEGINNING, CONTAINING 24,426 square feet, neat measure.

TRACT NO. 3: BEGINNING at a nail in the center of Township Road T-364 at corner of lands now or formerly of Robert W. Prater; thence running in the center of said Township Road T-364, North 69 degrees 16 minutes 30 seconds West, 82.21 feet to a point in the center of said road; thence continuing in the center of said road, North 39 degrees 34 minutes 45 seconds West, 78.81 feet to a point in the center of said road; thence continuing in the center of said road, North 17

degrees 24 minutes 10 seconds West, 160.05 feet to a point in the center of said road at corner of lands now or formerly of Hazel C. McDannell; thence along said McDannell lands, North 80 degrees 57 minutes 25 seconds East, 108.67 feet to an iron pin at corner of lands now or formerly of Robert W. Prater; thence along said Prater lands, South 14 degrees 36 minutes 20 seconds East, through an iron pin set back 40.96 feet from the end of this course, 268.31 feet to a nail in the center of Township Road T-364, the point and place of BEGINNING, CONTAINING 0.543 acres.

The above description was taken from a draft of survey prepared by Richard W. Boyer, R.S. of Boyer Surveys, Biglerville, Adams County, Pennsylvania, dated 12/19/1978 the said draft of survey is recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania in Plat Book 27, Page 4, the above described tract being designated as Lot No. 1.

TRACT NO. 4: BEGINNING at a railroad spike in the center line of New Road T-364 at corner of Lot No. 1 on the draft of survey hereinafter referred to; thence along Lot No. 1, North 71 degrees 05 minutes 10 seconds East, passing through a reference pipe 25.00 feet from the beginning of this course, 642.47 feet to a pipe at land now or formerly of Thomas Reeve; thence by same South 32 degrees 30 minutes 50 seconds East, 136.21 feet to an existing pipe and stones at lands now or formerly of Elizabeth R. McCleaf; thence by same South 60 degrees 32 minutes 24 seconds West, 355.00 feet to an existing iron pin at land now or formerly of Robert W. Prater; thence by same South 76 degrees 16 minutes 43 seconds West, 235.17 feet to an existing pin at land now or formerly of David Stewart; thence by same South 76 degrees 15 minutes 55 seconds West, 108.71 feet to an existing nail in the center line of New Road T-364 aforesaid; thence in the center line of such road North 13 degrees 05 minutes 00 seconds West, 167.14 feet to a railroad spike, the place of BEGINNING, CONTAINING 2.670 acres. The above description was taken from a draft of survey prepared by Richard W. Boyer, Adams County Surveyor, dated March 5, 1980 recorded in Plat Book 34, at page 61, the above described tract being designated as Lot No. 2.

Being Known As: 788 New Road, Orttanna, PA 17353

Property ID No.: (12) C09-0032

TITLE TO SAID PREMISES IS VESTED IN Raymond B. Williams, Sr. and Candy S. Williams, husband and wife by Deed from Gerald H. Deighton, single

person, by his attorney in fact, Edward G. Puhl and Harry J. Blaisdell, single person, by his attorney in fact, Edward G. Puhl dated 3/31/00 recorded 4/17/00 in Deed Book 2032 Page 136.

SEIZED and taken into execution as the property of **Raymond B. Williams, Sr. & Candy S. Williams** 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 March 6, 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.

1/16, 23 & 30

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 RUTH E. ALDRICH, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Carole A. McCleery, 8 Sycamore Terrace, Palm Coast, FL 32137

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

ESTATE OF ANGELA C. ECKERT, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Co-Executors: Richard Patrick Eckert, Lawrence H. Eckert III and Pamela A. Jones, c/o Fenstermacher and Associates, P.C., 5115 East Trindle Road, Mechanicsburg, PA 17050

Attorney: John R. Fenstermacher, Esq., Fenstermacher and Associates, P.C., 5115 East Trindle Road, Mechanicsburg, PA 17050

ESTATE OF JAMES HARTMAN a/k/a JAMES M. HARTMAN, JR., DEC'D

Late of Tyrone Township, Adams County, Pennsylvania

Executrix: Pamela Gomez, 2787 Heidlersburg Rd., Gettysburg, PA 17325

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

ESTATE OF ALBERT C. LONG, II a/k/a ALBERT C. LONG a/k/a ALBERT LONG, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Co-Executors: Albert C. Long, II and Linda McKain-Klocker, 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 JOHN DOUGLAS MILLER, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Charlene Levesque Miller, c/o Matthew R. Battersby, Esq., Battersby Law Office, P.O. Box 215, Fairfield, PA 17320

Attorney: Matthew R. Battersby, Esq., Battersby Law Office, P.O. Box 215, Fairfield, PA 17320

ESTATE OF MARY E. MILLER, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Dale H. Miller, c/o Elinor Albright Rebert, Esq., 515 Carlisle Street, Hanover, PA 17331

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

ESTATE OF NOVA R. ROHRBAUGH, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executors: Machree M. Baumgardner, 3704 Baumgardner Road, Hanover, PA 17331; Marlet R. Rohrbaugh, 5659 Lischeys Church Road, Spring Grove, PA 17362

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

ESTATE OF JAMIE MATTHEW SMELTZER, DEC'D

Late of Reading Township, Adams County, Pennsylvania

Administrator: Andrea L. Smeltzer, 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

SECOND PUBLICATION**ESTATE OF EDGAR LEE PORTER a/k/a E. LEE PORTER, DEC'D**

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Executrix: Ann Pietrzak, c/o Jennifer A. Messa, Esq., 130 W. Lancaster Ave., Wayne, PA 19087-0191

Attorney: Jennifer A. Messa, Esq., Davis Bennett & Spiess LLC, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19087-0191

ESTATE OF BENJAMIN Z. SCHWARTZ, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Executrix: Susan Rogers, 287 Table Rock Road, Gettysburg, PA 17325

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

THIRD PUBLICATION**ESTATE OF KENNETH E. APPLER, DEC'D**

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Executor: Kenneth E. Appler, Jr., 735 A Frederick Street, Hanover, PA 17331

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

ESTATE OF LESTER L. COOL, DEC'D

Late of Mt. Joy Township, Adams County, Pennsylvania

Administrator: Michael D. Cool, 263 Berwick Road, Abbottstown, PA 17301

Attorney: Amy E. W. Ehrhart, Esq., Mooney & Associates, 230 York Street, Hanover, PA 17331

ESTATE OF DONNA C. MASTERS, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Executrix: Linda M. Rosenberry, c/o R. Thomas Murphy & Associates, PC, 114 West Third Street, Waynesboro, PA 17268

Attorney: R. Thomas Murphy, Esq., R. Thomas Murphy & Associates, PC, 114 West Third Street, Waynesboro, PA 17268

