

Adams County Legal Journal

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GENERAL PARTNER OF GETTYSBURG BATTLEFIELD
BREW WORKS LP; GETTYSBURG BATTLEFIELD BREW
WORKS LP AND BATTLEFIELD BREW WORKS, INC.

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IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY, PENNSYLVANIA CASE NO. 19-S-510 IN DIVORCE

STEFANIE L. PEART, PLAINTIFF

vs.

KEVIN G. PEART, DEFENDANT

COUNTER-AFFIDAVIT UNDER SECTION 3301(D) OF THE DIVORCE CODE

1. Check either (a) or (b):

- ☐ (a) I do not oppose the entry of a divorce decree.
☐ (b) I oppose the entry of a divorce decree because:

Check (i), (ii), (iii) or all:

- ☐ (i) The parties to this action have not lived separate and apart for the required separation period: two years for parties that separated prior to December 5, 2016, and one year for parties that separated on or after December 5, 2016.
☐ (ii) The marriage is not irretrievably broken.
☐ (iii) There are economic claims pending.

2. Check (a), (b) or (c):

- ☐ (a) I do not wish to make any claims for economic relief. I understand that I may lose rights concerning alimony, division of property, lawyer's fees, costs and expenses, or other important rights if I do not claim them before a divorce is granted.
☐ (b) I wish to claim economic relief, which may include alimony, division of property, lawyer's fees, costs and expenses, or other important rights.

I UNDERSTAND THAT IN ADDITION TO CHECKING (2)(b), I MUST ALSO FILE ALL OF MY ECONOMIC CLAIMS IN WRITING AND SERVE THEM ON THE OTHER PARTY. IF I FAIL TO DO SO BEFORE THE DATE SET FORTH ON THE NOTICE OF INTENTION TO FILE THE PRAECIPE TO TRANSMIT RECORD, THE DIVORCE DECREE OR ORDER APPROVING GROUNDS FOR

DIVORCE MAY BE ENTERED WITHOUT FURTHER NOTICE TO ME, AND I MAY BE UNABLE THEREAFTER TO FILE ANY ECONOMIC CLAIMS.

- ☐ (c) Economic claims have been raised and are not resolved.

I verify that the statements made in this counter-affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Date: _____

Defendant: _____

NOTICE: IF YOU DO NOT WISH TO OPPOSE THE ENTRY OF A DIVORCE DECREE OR ORDER APPROVING GROUNDS FOR DIVORCE AND YOU DO NOT WISH TO MAKE ANY CLAIM FOR ECONOMIC RELIEF, YOU SHOULD NOT FILE THIS COUNTER-AFFIDAVIT.

9/4

CHANGE OF NAME NOTICE

NOTICE IS HEREBY GIVEN that on July 10, 2020, a petition for name change was filed in the Court of Common Pleas of Adams County, Pennsylvania requesting a decree to change the name of the minor Madasyn Marie Muller to Madasyn Marie Roe. The court has affixed September 25, 2020 at 11:00 am in courtroom #4, third floor of the Adams County Courthouse as the time and place for the hearing of said petition, when and where all persons interested may appear and show cause, if any they have, why the Petition should not be granted.

9/4

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY, PENNSYLVANIA CIVIL 20-S-677

Leroy R. Hunter

vs.

Elizabeth Harris

vs.

Amanda Craddock & Michael L. Hunter, Sr.

ORDER OF COURT

AND NOW, this 26th day of August, 2020, IT IS ORDERED that Amanda Craddock and Michael L. Hunter, Sr. shall appear before this Court on December 11, 2020 at 9:30 a.m. in Courtroom No. 2 of the Adams County Courthouse to respond to the Plaintiff's Complaint for Custody regarding the child M.L.H., Jr.

BY THE COURT, Christina M. Simpson, Judge

Andrea M. Singley, Esq.

Elizabeth Harris Self-Represented 33 Whispering Pines Drive Felton, PA 17322

Amanda Craddock Self-Represented Address Unknown

Michael L. Hunter, Sr. Self-Represented Address Unknown

9/4

DANIEL E. KULICK VS. PAUL V. LEMLEY, AS
GENERAL PARTNER OF GETTYSBURG BATTLEFIELD
BREW WORKS LP; GETTYSBURG BATTLEFIELD BREW
WORKS LP AND BATTLEFIELD BREW WORKS, INC.

1. The value of Kulick’s interest in the partnership to which he is entitled due to his separation is at the heart of this litigation.

2. In the Post-Trial Motion, Lemley takes issue with this Court’s entry of judgment against him personally. He argues that under the partnership agreement, he is a limited partner and, as such, is not responsible for the debts and liabilities of the limited partnership. He cites 15 Pa. C.S.A. § 8633 in claiming the Court erred in disregarding his statutorily protected status as a limited partner.

3. Undoubtedly, Section 8633 provides a corporate-like shield for limited partners to partnership related liability. However, its provisions are only applicable to limited partnerships formed in compliance with the provisions of the chapter. A limited partnership is formed for purposes of protection from the Act only when a certificate of limited partnership is filed with the Department of State.

4. Instantly, although a limited partnership agreement between the parties was introduced at trial, there was an absence of any evidence that the limited partnership was certified to the Department of State. This lack of evidence is critical as the failure of a partnership to file a certificate of limited partnership with the Department of State results in the entity’s “treatment de jure as a general partnership under Pennsylvania law.”

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,
PENNSYLVANIA, 2017-SU-1241, DANIEL E. KULICK VS.
PAUL V. LEMLEY, AS GENERAL PARTNER OF GETTYSBURG
BATTLEFIELD BREW WORKS LP; GETTYSBURG
BATTLEFIELD BREW WORKS LP AND BATTLEFIELD BREW
WORKS, INC.

Todd A. King, Esq., Attorney for Plaintiff
Barbara J. Entwistle, Esq., Attorney for Defendants
George, P. J., August 19, 2020

OPINION

This matter arises as a result of a Post-Trial Motion filed by Defendants, Paul V. Lemley (“Lemley”), and Battlefield Brew Works, Inc. (“Corporation”), challenging this Court’s entry of judgment in favor of the Plaintiff, Daniel E. Kulick (“Kulick”), in the amount of \$31,003.00. The Defendants raise a number of challenges which, for the reasons below, are denied.

In 2012, Kulick and Lemley entered into a business relationship to operate a brewery known as Gettysburg Battlefield Brew Works

LP (“Partnership”). The arrangement was memorialized by a written agreement dated December 31, 2012.¹ The agreement, unsigned by Kulick, identified Lemley as an 87 percent limited partner and Kulick as a 12 percent limited partner. The final 1 percent was vested to Corporation as a general partner. The Corporation’s articles of incorporation identify Lemley as the sole stockholder as well as president, treasurer, and secretary. The agreement purported to establish a limited partnership under the Pennsylvania Revised Uniform Limited Partnership Act.² The general understanding underlying formation of the partnership was that Kulick would oversee the brewing, distilling, and restaurant operations while Lemley would handle the financial operations.³ Trial evidence lacked any indication that a certificate of limited partnership was filed with the Pennsylvania Department of State as required by the Act. 15 Pa. C.S.A. § 8621(a).

Despite the partnership agreement’s designation of the Corporation as the general partner having a 1 percent interest, there was a paucity of credible evidence presented at trial which corroborated the Corporation’s relationship to the partnership. For instance, partnership federal tax returns from 2013 through 2017 failed to include any indication as to the Corporation’s existence or interest in the partnership.⁴ To the contrary, in the tax documents Lemley is consistently identified as a “tax matters partner” and utilized his personal social security number as preparer on each of the returns.⁵ At trial, Lemley explained the rationale for him personally signing as “tax matters partner” as follows:

¹ Defendants’ Trial Exhibit No. 3

² The Pennsylvania Revised Uniform Limited Partnership Act was effective at the time the agreement was entered, however, was repealed by 2016, Nov. 21, P.L. 1328, No. 170, Section 26(2), effective February 21, 2017 and replaced by the Pennsylvania Uniform Limited Partnership Act of 2016, 15 Pa. C.S.A. § 8611 et seq., hereinafter (“Act”). The new Act is technically inapplicable to the current litigation as it governs only a limited partnership formed on or after February 21, 2017 and partnerships formed before February 21, 2017 which elect, in the partnership agreement or amendment to the partnership agreement, to be subject to its provisions. The current litigation involves an unamended 2012 agreement. Although, under these circumstances, the Act does not apply, provisions of the Act which are material to the current discussion are substantively identical to the prior repealed legislation. Accordingly, relevant sections discussed in this Opinion will refer to the current Act.

³ Non-Jury Trial Transcript, January 7, 2020 (“Tr.”), pg. 12, lines 9-13

⁴ Joint Exhibit No. 1

⁵ Tr., pg. 138, lines 8-14

So, I signed my name, which is what I traditionally sign, and I do sign as the tax matters partner, because I am the majority owner in the limited partnership and if there's only two of us, we only have two choices, so yes, by default, I am - - I am that partner.

Tr., pg. 138, lines 3-7. Indeed, the Corporation did not have a registered tax identification number during the relevant time period⁶ as the tax returns for the years 2014 through 2017 identified 100 percent of the partnership shares owned by parties other than the Corporation.

Although Kulick did not make financial investment into the partnership, he believed his contribution to the business was his brewing and distillery skills. He credibly testified it was his understanding that his share in the partnership would increase concurrent with his "sweat equity and work."⁷ Tax returns from 2013 through 2015 corroborated this understanding.⁸

Through early 2015, the relationship between the business partners appeared to be satisfactory. However, thereafter, the relationship began to deteriorate. Kulick acknowledged that during this period of time his involvement in the partnership was distracted by personal issues. Apparently disappointed by the progress of the business, Lemley unilaterally brought on an additional partner who became responsible for the day-to-day management of the brewery; a duty which had previously been the realm of Kulick.⁹ Ultimately, the relationship deteriorated to the extent that in October of 2016, Kulick tendered his

⁶ Tr., pg. 137, lines 17-24

⁷ Tr., pg. 6, lines 19-22

⁸ In the 2013 federal tax return Schedule K-1 (related to partner's share of income, deductions, cred-its, etc.) Kulick was identified as a 12 percent partner. In 2014, Kulick's K-1 reflects a beginning share of 12 percent and an ending share of 35 percent.

⁹ Tr., pg. 21, lines 1-14. Federal Schedule K-1s attached to the 2015 partnership tax return reflect Kulick's beginning 2015 partnership share was 12 percent and his ending 2015 partnership share was 28 percent. Lemley's 2015 K-1 reflects that his partnership interest of 65 percent was increased to an ending partnership interest of 72 percent. In 2016, the Schedule K-1s reflect Lemley's partnership interest beginning at 72 percent and increasing to 84 percent; Kulick's partnership interest beginning at 28 percent and decreasing to 12 percent; and an additional Schedule K-1 issued to a third party which reflects a partnership interest of 4 percent. Interestingly, trial evidence lacked any corporate records reflecting the Corporation authorized any change in the respective shares.

resignation as brewer¹⁰ and was subsequently expelled as a partner.¹¹ The value of Kulick's interest in the partnership to which he is entitled due to his separation from the partnership is at the heart of this litigation.

In the Post-Trial Motion, Lemley initially takes issue with this Court's entry of judgment against him personally. He argues that under the partnership agreement, he is a limited partner and, as such, is not responsible for the debts and liabilities of the limited partnership. He cites to 15 Pa. C.S.A. § 8633 in claiming the Court erred in disregarding his statutorily protected status as a limited partner.

Undoubtedly, Section 8633 provides a corporate-like shield for limited partners to partnership related liability. However, its provisions are only applicable to limited partnerships formed in compliance with the provisions of the chapter. 15 Pa. C.S.A. § 8612. A limited partnership is formed for purposes of protection from the Act only when a certificate of limited partnership is filed with the Department of State. 15 Pa. C.S.A. § 8621(a).

Instantly, although a limited partnership agreement between the parties was introduced at trial, there was an absence of any evidence indicating that the limited partnership was certified to the Department of State. This lack of evidence is critical as the failure of a partnership to file certificate of limited partnership with the Department of State results in the entity's "treatment de jure as a general partnership under Pennsylvania law." *In Re Selheimer & Co.*, 319 B.R. 384, 390-91 n.3 (Bankr. E.D. 2005).

While a gap in direct evidence establishing a limited partnership might otherwise be overlooked where other circumstantial evidence exists, the current record cannot support such a finding. The evidence is overwhelming that the parties operated as a general partnership or, at a minimum, as a limited partnership with Lemley as the general partner.¹² As mentioned, all of the federal tax documents fail to

¹⁰ Tr., pg. 21, lines 15-18

¹¹ Trial evidence is inconclusive as to when Kulick was actually expelled as a partner. The 2017 federal Schedule K-1 reflects his 12 percent interest in the partnership as of the end of 2017. This litigation, commenced on November 22, 2017, alleges in the Complaint that Kulick was a partner at that time. In his Answer filed on May 22, 2019, Lemley recognized Kulick as a partnership interest. Paragraph 20, Defendants' Answer, New Matter and Counter-Claim.

¹² A general partner of a limited partnership is personally liable for partnership debts. 15 Pa. C.S.A. 8644.

recognize the existence of the Corporation as general partner. All partnership tax documentation and other documents submitted during the course of trial were executed by Paul Lemley individually as a partner (Defendants' Trial Exhibit No. 5) or Kulick and Lemley signing jointly as partners (Defendants' Trial Exhibit No. 4). Additionally, the record is void of any corporate action authorizing the Corporation, as general partner, to conduct any of the partnership activities undertaken by the partnership during the relevant time as described by trial testimony. Undoubtedly Kulick viewed Lemley as the general partner;¹³ and interestingly, Lemley shared this perception.¹⁴ Based upon the lack of evidence of partnership certification, as well as the overwhelming evidence of Lemley's actions acting as general partner, Lemley was treated as a general partner for purposes of this litigation and is therefore personally liable for all debts, obligations, and other liabilities of the partnership. 15 Pa. C.S.A. § 8436(a); 15 Pa. C.S.A. § 8644(a).

Lemley's remaining arguments generally address the sufficiency of evidence. In reviewing this claim, it must be determined whether the evidence and all reasonable inferences therefrom, viewed in the light most favorable to Kulick, was sufficient to enable the Court to find against the losing party. *Krishnan v. Cutler Group, Inc.*, 171 A.3d 856, 879 n.14 (Pa. Super. 2017) (citations and quotations omitted). In considering Lemley's challenge, it is important to recognize that the trial court, as finder of fact, "is free to believe all, part, or none of the evidence and to determine the credibility of the witnesses." *Haan v. Wells*, 103 A.3d 60, 70 (Pa. Super. 2014) (citations omitted).

Lemley first takes issue with the amount of damages awarded. Unfortunately, as is often the case in disputes arising from loosely managed businesses, trial testimony was confusing, inconsistent, and at times self-serving. Each party peppered the other with claims of mismanagement and self-dealing. For instance, Lemley was accused of running partnership income through a separate business interest;

¹³ Tr., pg. 40, lines 19-21

¹⁴ Throughout his trial testimony, Lemley consistently referred to his personal role, rather than that of the corporate entity, in partnership decision making. *See* Tr., pg. 125-126, lines 24-25, 1 ("I did at the end of 2014, **I changed his partnership interest**, which I now -- yes, generously we took him to 35 percent."); Tr., pg. 138, lines 3-7 ("**So, I signed my name**, which is what I traditionally sign, and I do sign as the tax matters partner, because I am the majority owner in the limited partnership and if **there's only two of us**, we only have two choices, so yes, by default, **I am - - I am that partner.**") (emphasis added).

overcharging rent for property which the partnership leased from him personally; and artificially manipulating partnership interests. Lemley, on the other hand, accused Kulick of improperly converting the proceeds from business and event sales. For the most part, beyond general allegations, there was very little credible information upon which the fact-finder could assign a specific loss to alleged conduct. On the other hand, the actual value of partnership inventory and equipment was ascertainable by credible evidence. Based upon the evidence, the Court valued partnership assets at \$98,507.06.¹⁵ To offset the value of assets, the Court determined credible outstanding liabilities for the partnership to be \$9,925. As evidence related to the value of contributions by each of the partners was unreliable and indefinite, the Court equally offset the financial contribution made to the partnership by Lemley with the value of Kulick's labor without pay. The fact-finder also applied the 35 percent partnership interest which Kulick held in the business prior to Lemley's unilateral acts in decreasing Kulick's interest. The value ultimately assigned to Kulick is the value of partnership assets minus credible liabilities multiplied by 35 percent without consideration of equally offsetting partnership contributions or business goodwill.

Lemley argues that the calculation of damages is contrary to the express terms of the partnership agreement which address the value of partnership shares upon dissolution. In considering this argument, it is important to note that the partnership agreement appears to be a cut-and-paste cumulation of boilerplate partnership terms from various sources which lack coordination and thoroughness. For instance, Section 14.2 directs payments to expelled partners be made in installments as provided in Section 12.3(b). However, the agreement does not contain a Section 12.3(b).

Nevertheless, it is true that a section of the agreement provides the value of an expelled partner's share in the partnership to be the equivalent percentage of the fair market value of the partner's share

¹⁵ Plaintiff's Exhibit No. 2 summarizes assets of the partnership as determined by Lemley. The values from that exhibit which the Court determined credible are as follows: checkbook value \$2,982.06; vehicles \$7,500; mash tun \$3,000; still with 2 columns \$6,500; new pump \$1,750; tables/chairs \$1,400; counter pressure filler \$1,500; large refrigeration units \$3,000; and 2 televisions and 3 monitors \$2,500. Additionally, the Court accepted Kulick's testimony as credible on the following assets: kegs \$4,770; 30 kegs of finished beer \$18,600; 75 cases of distilled products \$13,500; and bulk storage distillate \$26,500.

in the partnership. The agreement directs that the fair market value shall be determined by the partnership's certified public accountant or, if one does not exist, a certified public accountant selected by the general partner whose decision shall be conclusive. See Partnership Agreement, Section 1.9. Lemley argues that since the partnership did not regularly retain a certified public accountant, it is then left to the general partner to select a certified public accountant to appraise the fair market value of the business. He further notes that a certified public accountant allegedly hired by the partnership provided trial testimony that the value of the business was only \$19,800. Lemley's argument is rejected as it is inconsistent with trial evidence.

The primary weakness in Lemley's argument is that in reality, as discussed above, the corporate general partner was fictitious. Lemley, individually, conducted all partnership business as the general partner. There is no evidence that the Corporation, either by resolution or other corporate act, authorized the retention of the certified public accountant to conduct a business evaluation. In fact, correspondence authored by the accountant appears to be addressed to Paul Lemley as partner of Battlefield Brew Works LP rather than the corporate general partner. Importantly, the definition section of the partnership agreement which allows the general partner to retain a certified public accountant to determine fair market value specifically defines "general partner" as the corporate entity. *See* Partnership Agreement, Section 1.10. The factual finding, made by this Court, that the entity identified in the agreement to determine the certified public accountant did not act to retain the accountant ultimately retained precludes any argument that the accountant's determination of fair market value is conclusive.

Moreover, the Court simply rejected the accountant's evaluation of the business. In light of the trial testimony, it was based upon inaccurate financial information provided by Lemley. Issuing an award based upon one partners attempt to enforce language contained in an agreement which was otherwise not followed by either party is inappropriate. Accordingly, the attached Order is entered.

ORDER OF COURT

AND NOW, this 19th day of August, 2020, it is hereby Ordered that the Post-Trial Motions filed in this matter are denied in their entirety.

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on Friday, the 25th day of September 2020, at 10 o'clock at the Human Services Building in the multi-conference room, 525 Boyds School Road, Gettysburg, Adams County, PA, the following real estate, viz.:

No. 19-SU-1133
ACNB BANK, FORMERLY KNOWN AS
ADAMS COUNTY NATIONAL BANK

vs.
BALTIMORE STREET INCOME
PARTNERS, L.P., OAKTON
DEVELOPMENT CO., GENERAL
PARTNER

Property Address: 116 Baltimore Street,
Gettysburg, PA 17325
Parcel Number: 16010-0117--000
Owner(s) of property situate in the
Borough of Gettysburg, Adams County,
Pennsylvania
Improvements Thereon: Commercial
Property
Judgement Amount: \$181,719.50
Attorneys for Plaintiff:
Puhl, Eastman & Thrasher
220 Baltimore Street
Gettysburg, PA 17325

No. 19-SU-1343
PNC BANK, NATIONAL ASSOCIATION

vs.
AMRIE C DOWLING
Property Address: 733 W. Myrtle Street,
Littlestown, PA 17340
Parcel Number: 27007-0127---000
Owner(s) of property situate in the
Borough of Littlestown, Adams County,
Pennsylvania
Improvements Thereon: Residential
Dwelling
Judgment Amount: \$103,156.73
Attorneys for Plaintiff:
KML Law Group, P.C.

No. 19-SU-634
LAKEVIEW LOAN SERVICING, LLC

vs.
CHRISTOPHER JOHN HOFFMAN,
LORI A. HOFFMAN
Property Address: 423 South Street,
McSherrystown, PA 17344
Parcel Number: 28005-0285---000
Owner(s) of property situate in the
Borough of McSherrystown, Adams
County, Pennsylvania
Improvements Thereon: Residential
Dwelling
Judgment Amount: \$192,435.11
Attorneys for Plaintiff:
KML Law Group, P.C.

No. 19-SU-150
LANDSCAPES MANAGEMENT
COMPANY LLC

vs.
MOUNTAIN VIEW GOLF CLUB LLP,
ROBERT STURGES
Property Address: 4099 Bullfrog Road,
Fairfield, PA 17320
Parcel Number: 18C14-0042---000
Owner(s) of property situate partly in
Hamiltonban Township and partly in
Highland Township, Adams County,
Pennsylvania
Improvements Thereon: One Building
Judgement Amount: \$245,000.00
Attorneys for Plaintiff:
Michael A. Finio, Esq.
Saul Ewing Amstein & Lehr LLP
2 North 2nd Street, 7th Floor
Harrisburg, PA 17101

NOTICE directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than (30) thirty days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within (10) ten days thereafter.

Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

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

James W. Muller
Sheriff of Adams County
www.adamscounty.us
8/21, 8/28 & 9/4

ESTATE NOTICES

NOTICE IS HEREBY GIVEN that in the estates of the decedents set forth below, the Register of Wills has granted letters, testamentary or of administration to the persons named. All persons having claims or demands against said estates are requested to make known the same, and all persons indebted to said estates are requested to make payment without delay to the executors or administrators or their attorneys named below.

FIRST PUBLICATION

ESTATE OF FRANCES MARIE BAKNER, a/k/a F. MARIE BAKNER, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: David Eugene Bakner, c/o Nancy H. Meyers, Esq., Salzman Hughes, P.C., 79 St. Paul Drive, Chambersburg, PA 17201

Attorney: Nancy H. Meyers, Esq., Salzman Hughes, P.C., 79 St. Paul Drive, Chambersburg, PA 17201

ESTATE OF HARRY M. CHISNELL a/k/a HARRY MICHAEL CHISNELL, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executors: Cheryl R. Putnam, 2409 Hanover Road, Gettysburg, PA 17325; James W. Chisnell, Sr., 27 Rosewell Lane, Owings Mills, MD 21117

Attorney: Robert L. McQuaide, Esq., Barley Snyder, Suite 101, 123 Baltimore Street, Gettysburg, PA 17325

ESTATE OF FRANCES S. DUTTERER, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: G. Lee Sturgill, 20 Liberty Street, P.O. Box 546, Westminster, MD 21158

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

ESTATE OF ALICE L. FAVORITE, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executrix: Brenda Jean Smith a/k/a Brenda Jean Ratnecht, c/o Joseph E. Erb, Jr., Esq., Barley Snyder, LLP, 14 Center Square, Hanover, PA 17331

Attorney: Joseph E. Erb, Jr., Esq., Barley Snyder, LLP, 14 Center Square, Hanover, PA 17331

ESTATE OF EARL E. LINEBAUGH, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Margaret E. Linebaugh, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, P.O. Box 606, East Berlin, PA 17316

Attorney: Sharon E. Myers, Esq., CGA Law Firm, PC, P.O. Box 606, East Berlin, PA 17316

ESTATE OF ROBERT J. MARSHALL a/k/a ROBERT JAY MARSHALL, DEC'D

Late of Union Township, Adams County, Pennsylvania

Personal Representatives: Craig S. Marshall, 9120 Windemere Way, Savage, MD 20763; Mark E. Marshall, 1515 Wheat Drive, Finksburg, MD 21048

Attorney: G. Steven McKonly, Esq., 119 Baltimore Street, Hanover, PA 17331

ESTATE OF CHERIE L. SHEFFER, a/k/a CHERIE LOTT SHEFFER, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Executrices: Kelly S. Lawver, 524 McMillan Street, Gettysburg, PA 17325; Tracy M. Sheffer, 26 E. Stevens Street, Gettysburg, PA 17325

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

ESTATE OF VIRGINIA G. STERNER, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Hugh Torbert, c/o Bruce C. Bankenstein, Esq., 48 South Duke Street, York, PA 17401

Attorney: Bruce C. Bankenstein, Esq., 48 South Duke Street, York, PA 17401

ESTATE OF FRANCIS C. WARNER, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executrix: Teri S. Bentzel, 408 Lexington Way, Littlestown, PA 17340

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

SECOND PUBLICATION

ESTATE OF ROBERT GALEN BISHOP, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Benn B. Bishop, 1544 Ridge Road, Gettysburg, PA 17325

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

ESTATE OF HELEN L. CLOUSER, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executor: Michael L. Clouser, c/o Genevieve E. Barr, Esq., 11 Carlisle Street, Hanover, PA 17331

Attorney: Genevieve E. Barr, Esq., 11 Carlisle Street, Hanover, PA 17331

ESTATE OF WARD E. COLLINS a/k/a WARD E. COLLINS, II, DEC'D

Late of Huntington Township, Adams County, Pennsylvania

Administrator C.T.A.: Scott L. Kelley, c/o Barley Snyder, LLP, 14 Center Square, Hanover, PA 17331

Attorney: Scott L. Kelley, Esq., Barley Snyder, LLP, 14 Center Square, Hanover, PA 17331

ESTATE OF PRISCILLA E. ROSE a/k/a PRISCILLA EUGENIA ROSE, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executrices: Gloria Selby, 1011 Hostetter Road, Hanover, PA 17331; Donna Herring, 4259 Harney Road, Taneytown, MD 21787

Attorney: Matthew L. Guthrie, Esq., Barley Snyder LLP, 14 Center Square, Hanover, PA 17331

ESTATE OF JUDITH G. SMITH, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Shawn J. Smith, 1680 Pumping Station Road, Gettysburg, PA 17325

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

ESTATE OF NANCY L. WOLF, DEC'D

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

Co-Executors: Troy L. Wolf and Douglas L. Wolf, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, P.O. Box 606, East Berlin, PA 17316

Attorney: Sharon E. Myers, Esq., CGA Law Firm, PC, P.O. Box 606, East Berlin, PA 17316

THIRD PUBLICATION

ESTATE OF DOROTHY LOUISE DENHAM EDELIN a/k/a DOROTHY LOUISE EDELIN, DEC'D

Late of Germany Township, Adams County, Pennsylvania

Administratrix CTA: Danielle Marie Alderton, 57 Georgetown Road, Littlestown, PA 17340

Attorney: Clayton A. Lingg, Esq., Mooney Law, 230 York Street, Hanover, PA 17331

ESTATE OF SARA J. LITTLE, DEC'D

Late of Union Township, Adams County, Pennsylvania

Executor: Jon F. Little, 1999 Hanover Pike, Hanover, PA 17331

Attorney: Matthew L. Guthrie, Esq., Barley Snyder LLP, 14 Center Square, Hanover, PA 17331

ESTATE OF MARGARET R. POLLEY a/k/a MARGARET L. POLLEY, DEC'D

Late of the Borough of Fairfield, Adams County, Pennsylvania

Personal Representative: Susan P. Reinsch, 5910 Greenlawn Drive, Bethesda, MD 20814

Attorney: Teeter Law Office, 108 West Middle Street, Gettysburg, PA 17325

ESTATE OF ROSITA M. ROBINSON, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Executrix: Sharon M. Slaybaugh, 922 Johnson Drive, Gettysburg, PA 17325

Attorney: Bernard A. Yannetti, Jr., Esq., Hartman & Yannetti, 126 Baltimore Street, Gettysburg, PA 17325

ESTATE OF GIUSEPPE ANDREA TUSANO, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Executrix: Vikki L. Ferguson, 801 Highland Avenue, Gettysburg, PA 17325

Attorney: John J. Murphy III, Esq., Patrono & Murphy, LLC, 28 West Middle Street, Gettysburg, PA 17325



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