

# WASHINGTON COUNTY REPORTS

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*Serving the  
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CONTAINING FOR TEMPORARY USE ADVANCE SHEETS OF THE DECISIONS OF  
THE JUDGES OF THE 27TH JUDICIAL DISTRICT OF PENNSYLVANIA AND THE  
OFFICIAL LEGAL NOTICES AND ADVERTISEMENTS OF THE SEVERAL COURTS  
OF THE COUNTY OF WASHINGTON, PENNSYLVANIA.

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JUDGES & COURT & MOTIONS SCHEDULE

Judge of the Term, Civil..... September 16-30 ..... Lucas  
Judge of the Term, Criminal .....September .....Gilman

Judge	Court room	Motions Court Schedule
Emery, Katherine B. Pres. Judge	CR#1	Tu, W, Th 9:15a <i>Judge of the Term, Civil: 1st - 15th of each month</i>
DiSalle, John, Judge	CR#2	Tu 9:15a for Criminal Cases; Th 9:15a for Orphans' Court (copy of motion to be served beforehand to Audit Atty)
Gilman, Gary, Judge	CR#4	Tu, W, Th, Fr 9:15a
Costanzo, Valarie, Judge	CR#3	Tu, Th 9:15a
Lucas, Michael, Judge	CR#5	M 1:15p and Tu, W, Th, Fr 8:45a <i>Judge of the Term, Civil: 16th - end of each month</i>
Neuman, Brandon, Judge	CR#6	Tu 9:15a (pro se parties); W 9:15a (attys sign-up by Fr noon w/ copy of motion)
McDonald, Traci, Judge	CR#7	W, Th 9:15a

COURT CALENDARS

Jury Trial Terms, Civil & Criminal ..... September 9-20, 2019  
Orphans' Court - Next Audit (deadline to file accounts: Sept 24) .....November 14, 2019  
Sheriff Sale Date .....Last Date to File w/Prothonotary ..... to File w/Sheriff  
Oct. 4..... July 19 ..... July 26  
Nov. 1..... Aug 23 ..... Aug 30  
Dec. 6..... Sept. 20.....Sept. 27

COMMONWEALTH COURT ..... Convenes in Pittsburgh ..... Oct 2-4, 2019  
SUPREME COURT ..... Convenes in Pittsburgh ..... Oct 15-18, 2019  
SUPERIOR COURT ..... Convenes in Pittsburgh ..... September 16-20, 2019

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## Obiter Dictum

From the *ABA Journal Daily Newsletter*:

[1] The U.S. Court of Appeals for the 11<sup>th</sup> Circuit has affirmed a decision of a Federal District Judge to remove a holdout juror from a case. The Federal District Judge had removed the juror in a law suit against State Farm after other jurors complained that the holdout juror had made threats to a male juror, remarked that he was going to hit someone, used profanity and called Caucasian jurors “white assess” and referred to female jurors as “bitches”, laid on the couch during most of the deliberations and interrupted and ignored jurors and otherwise refused to deliberate.; [2] A Federal Administrative Law Judge who refused to watch an LGBTQ sensitivity training video has been transferred from Texas to Tennessee after resolution of his suit seeking to block discipline. The judge’s refusal was predicated upon religious beliefs.; [3] The FBI and immigration authorities have been conducting facial recognition scans of driver license photographs maintained by the states without the consent or knowledge of the license holders.; [4] Dozens of parents in suburban Chicago are exploiting a loophole in the law by giving up guardianship of their children during high school so that the children can declare themselves financially independent and qualify for more college aid. The parents include lawyers, a doctor and other professionals.; [5] A San Antonio man has been freed after serving 27 years for a federal crack cocaine conviction pursuant to the First Step Act, a federal criminal justice reform measure that reduces the sentencing disparity between crack and cocaine offenses.; [6] The Supreme Court of South Carolina recently eliminated common law marriages in the state. The decision is prospective in its application. Only ten states recognize common law marriages.; [7] President Trump and the Republican National Committee have filed suits seeking to block implementation of a California law that requires presidential candidates to release their tax returns before they can appear on the primary ballot. The suits claim that the U.S. Constitution sets qualifications for office and that States don’t have the power to supplement them.; [8] Some prosecutors in states with new laws legalizing hemp are reluctant to bring charges for marijuana possession because the lab tests cannot distinguish between the two substances. Currently, laboratories test for the presence of THC, which is found in both substances, but don’t distinguish between low levels found in hemp and higher amounts in marijuana. This same problem is affecting probable cause arising from drug-sniffing canines which cannot differentiate between the two substances.

## POSITION AVAILABLE

### **Parent Coordinator:**

Anyone interested in serving as a Parent Coordinator should send a letter of interest, a brief summary of qualifications, and the necessary paperwork outlined in Washington County Local Rule 1915.11.1(b) to the Court Administrator's Office at  
1 S Main Street, Suite 2004, Washington PA 15301.

## WCBA CLEs & Calendar of Events

### Register online at [washcobar.org](http://washcobar.org)

9/19	Noon	CLE: "Treatment Court & Pre-Trial Services: Defense Atty Perspective" (1s)	<b>MOVED TO BAR OFFICE</b>
9/26	Noon	CLE: "Drafting of Petition for Allowance of Appeal to PA Supreme Court" (1s)	Bar Office
9/26	CLE: 4:30-5:30 Mtg/HH: 5:30-6:30	<b>CLE: "PBA Malpractice Avoidance" (1e)</b> <i>Attendees may be eligible for 7.5% discount on PLI insurance through USI Affinity</i> <b>&amp; BAR MEETING (Slate presented)</b>	Meadows Casino Skybox Level
9/27	4-6p	Member Roundable / Shred Day #2	Bar Office
9/30	Noon	CLE: Family Law Sect.; New Divorce Rules	Jury Lounge
10/5	8:30-10:30a	CLE: "Legal Pitfalls & Opps for Marijuana in PA & Beyond" Annual Homecoming Lecture	W&J Rossin Center Ballroom
10/16	CLE: 4:30-5:30 Mtg/HH: 5:30-6:30	<b>CLE: "Trial of David Bradford" (1s)</b> <i>Open to guests of WCBA Members</i> <b>&amp; BAR MTG (Election of Officers/Dirs)</b>	CLE: Courthouse Mtg/HH: GW Hotel
10/25	Noon	Member Roundtable	Bar Office
11/18	3:30p	Memorial Minutes: Steve Ferito, Jack Sherry	Courtroom #1
11/21	Noon	Animal Law Issues in Criminal Law (1s)	tba
11/22		<b>Annual Bar Banquet</b>	Valley Brook CC
2/21/20		<b>2020 Winter Bench Bar</b>	Hilton Garden Inn

## Online WCBA CLEs

A selection of WBB and SBB courses are online at **AXOM Education**

Axomeducation.com --> PA LEGAL CLE --> Washington County

(<http://courses.axomeducation.com/collections?category=washington>)

OR may be watched as a video replay at the Bar office by appointment (tip: if viewed on-site as video replays, the seminars do not count as online/"distance" learning)

## PBI - CLEs @ The Bar Office

Check [www.pbi.org](http://www.pbi.org) (search: "Washington")

for list of PBI seminars held at the Bar office

Register for PBI seminars through PBI at 1-800-932-4637 or [www.pbi.org](http://www.pbi.org).

PBI may cancel any seminar 10 days prior if two or fewer are pre-registered.

**GLENN S. GOUGHENOUR, PLAINTIFF,  
V.  
ONEXX PRODUCTION & EXPLORATION CORPORATION  
EQT PRODUCTION COMPANY, DEFENDANTS.**

[1] Summary judgment is only appropriate in cases where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. SUMMARY JUDGMENT – STANDARD OF REVIEW

[2] For summary judgment, the evidence must be viewed in a light most favorable to the non-moving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving parties. SUMMARY JUDGMENT – STANDARD OF REVIEW

[3] The party moving for summary judgment has the burden of proving the nonexistence of any genuine issue of material fact. SUMMARY JUDGMENT – BURDEN OF PROOF

[4] The moving party may not rely exclusively upon oral testimony, either through testimonial affidavits or deposition testimony, to establish the absence of a genuine issue of material fact. The rule of Nanty-Glo v. American Surety Co., 309 Pa. 236, 163 A. 523 (1932), prohibits entry of summary judgment based on the moving party's oral testimony. SUMMARY JUDGMENT – BURDEN OF PROOF – *NANTY-GLO* RULE

[5] The moving party may rely upon admissions by the opposing party in their pleadings and through testimony by their witnesses. SUMMARY JUDGMENT – BURDEN OF PROOF

[6] To survive a summary judgment motion, the non-moving party may not rely merely upon the controverted allegations of the pleadings. Instead, the non-moving party by way of affidavit, or some other manner as provided by Pa.R.C.P. 1035(d), must demonstrate that a genuine issue of disputed material fact exists. SUMMARY JUDGMENT – BURDEN OF PROOF

[7] Summary judgment is properly granted where “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” SUMMARY JUDGMENT – STANDARD OF REVIEW

[8] An entry of summary judgment may be granted only in cases where the right is *clear and free from doubt*. SUMMARY JUDGMENT – STANDARD OF REVIEW

[9] A lease is in the nature of a contract and is controlled by principles of contract law. LANDLORD AND TENANT – LEASES AND AGREEMENTS IN GENERAL – REQUISITES AND VALIDITY – NATURE OF THE CONTRACT

**[10]** A lease is interpreted in accordance with the express terms and the plain meaning of the language used rather than the silent intentions. LANDLORD AND TENANT – LEASES AND AGREEMENTS IN GENERAL – CONSTRUCTION AND OPERATION

**[11]** A party seeking to terminate a lease bears the burden of proof. LANDLORD AND TENANT – PARTICULAR KINDS OF TENANCIES AND ATTRIBUTES THEREOF – TERMINATION – ACTIONS – EVIDENCE – PRESUMPTIONS AND BURDEN OF PROOF

**[12]** A condition precedent may be defined as a condition which must occur before a duty to perform under a contract arises. CONTRACTS – CONSTRUCTION AND OPERATION – CONDITIONS – CONDITIONS PRECEDENT IN GENERAL – WHAT ARE CONDITIONS PRECEDENT IN GENERAL

**[13]** A lease must state the condition upon which a forfeiture may be declared. LANDLORD AND TENANT – PARTICULAR KINDS OF TENANCIES AND ATTRIBUTES THEREOF – TERMINATION – IN GENERAL – FORFEITURE BY WRONGFUL ACT OF TENANT

**[14]** Without an express reservation of the power of forfeiture, a lessor (landowner) is left to pursue an action at law for the rentals and may only obtain rescission of the lease upon a showing of clear proof of abandonment by the lessee. MINES AND MINERALS – TITLE, CONVEYANCES, AND CONTRACTS – LEASES, LICENSES, AND CONTRACTS – CONSTRUCTION AND OPERATION OF OIL AND GAS LEASES – TESTING OR WORKING – FORFEITURE FOR BREACH IN GENERAL

**[15]** The phrase ‘paying quantities’ is to be construed with reference to the operator, and by his judgment when exercised in good faith. MINES AND MINERALS – TITLE, CONVEYANCES, AND CONTRACTS – LEASES, LICENSES, AND CONTRACTS – CONSTRUCTION AND OPERATION OF OIL AND GAS LEASES – TESTING OR WORKING – CONSTRUCTION, BREACH, AND PENALTIES – EXTENT OF PRODUCTION, PAYING QUANTITIES, AND MARKETING

**[16]** The duty to exercise good faith imposed upon contracting parties does not compel a party to surrender rights which it has been given by the terms of its contract. CONTRACTS – CONSTRUCTION AND OPERATION – GENERAL RULES OF CONSTRUCTION – TERMS IMPLIED AS PART OF CONTRACT

**[17]** The court’s ability to interfere on a lease does not arise until it has been shown clearly that one is not acting in good faith on his business judgment, but fraudulently, with intent to obtain a dishonest advantage over the other party to the contract. MINES AND MINERAL – TITLES, CONVEYANCES, AND CONTRACTS, LEASES, LICENSES, AND CONTRACTS – CONSTRUCTION AND OPERATION OF OIL AND GAS LEASES – TESTING OR WORKING – CONSTRUCTION, BREACH, AND PENALTIES

WASHINGTON COUNTY REPORTS  
Glenn S. Goughenour v ONEXX Production &  
Exploration Corporation EQT Production Company

**Attorney and Law Firms**

David F. Pollock, Esq., Pollock Morris LLC, for Glenn S. Goughenour.  
Jeffrey T. Olup, Esq., for ONEXX Production and Exploration Corporation.  
Lucas Liben, Esq., Reed Smith LLP, for EQT Production Company.

Summary Judgement  
No. 2018-287

**MEMORANDUM AND ORDER**

For decision are summary judgment motions filed by both defendants. The subject of this dispute are the shallow and deep oil and gas rights to a 134 acre tract of land (hereinafter the Goughenour Tract) located in West Bethlehem Township, Washington County. At the center of this dispute, is the ongoing validity and effectiveness of a 1941 oil and gas lease executed by Grace Goughnour, a widow, and the guardian of her children, S.A. Lewis, in favor of the Manufacturers Light and Heat Company. On February 15, 1967, the Mr. Goughenour and his later wife agreed to amend the percentage of royalty and amount of free gas they were to receive pursuant to the 1941 Lease.

**PROCEDURAL HISTORY**

Mr. Goughnour, the present owner of the property, initiated this action on January 15, 2016 seeking declaratory relief. Specifically, Mr. Goughnour sought a judgment declaring that a 1941 oil and gas lease with Manufacturers Light and Heat Company expired “due to non-payment of production and/or royalties.” (See Original Complaint Prayer for Relief). After successive amended complaints and preliminary objections, Mr. Goughnour filed a Third Amended Complaint on August 16, 2017.<sup>1</sup> Mr. Goughenour alleged that he had not received royalties in excess of 3 years and that the 1941 lease was “abandoned” and that the “master meter” for the wells on the property was “stuck on zero(s).” Nonetheless, Mr. Goughnour alleged that wells on his property were producing gas. (See Third Amended Complaint ¶ 20 and 23-27)

On November 27, 2017 ONEXX filed an Answer, New Matter and Counterclaim. In ONEXX’s Counterclaim it seeks to quiet title in the ownership of the shallow oil and gas estate in favor of ONEXX and against Mr. Goughnour and requests a declaration that the 1941 lease remains in effect. ONEXX agreed the wells on Goughnour’s property were producing gas and had been “in production for decades.” (See ONEXX Answer ¶ 24) ONEXX denied Mr. Goughnour’s claim regarding missed royalty payments. (See ONEXX Answer ¶ 26) ONEXX alleged that it issued three (3) royalty checks to Glenn and Virginia Goughnour on the last day of the calendar year in 2014, 2015 and 2016. (See ONEXX New Matter ¶ 36 and Ex. B) ONEXX further alleged that any alleged failure to make royalty payments does not result in termination or forfeiture of the lease. (See ONEXX New Matter ¶ 38)

On April 25, 2018, EQT also filed a New Matter asserting affirmative defenses of the statute of limitations, waiver, laches, consent and estoppel. EQT also affirmatively al-

leged that “non-payment” under the 1941 Lease does not terminate the lease. (See EQT New Matter ¶ 9) <sup>2</sup>

Both Defendants filed summary judgment motions. In its June 28, 2018 motion ONEXX argues that the wells on the Goughnour property have been “in production” since “construction” and that it has not abandoned the lease. ONEXX contends that any failure to pay royalties does not “trigger expiration ... forfeiture or termination of” the 1941 Lease. ONEXX also seeks the entry of summary judgment on its Counterclaim seeking to quiet title in the shallow oil and gas rights for the Goughnour Property. In its July 2, 2018 motion, EQT maintains that the pleadings and discovery record demonstrate that the challenged lease is held by production. Further, EQT asserts that a dispute over Onexx’s payments to Goughenour does not create a triable issue of fact regarding forfeiture of the subject lease because Pennsylvania Law strongly disfavors such relief.

### STANDARD OF REVIEW

[1] [2] [3] [4] [5] [6] [7] [8] In considering ONEXX and EQT’s motions for summary judgment, this trial court must adhere to certain longstanding principles. First, summary judgment is only appropriate in cases where there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. Pa.R.C.P. 1035.2(1). Second, the evidence must be viewed in a light most favorable to the non-moving party (Goughnour), and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving parties (ONEXX AND EQT). Fine v. Checcio, 582 Pa. 253, 870 A.2d 850, 857 (2005) as cited in Gleason v. Borough of Moosic, 609 Pa. 353, 361, 15 A.3d 479, 484 (2011). Third, the moving party has the burden of proving the nonexistence of any genuine issue of material fact. Thompson Coal Co. v. Pike Coal Co., 488 Pa. 198, 202-204, 412 A.2d 466, 468-69 (1979). The moving party may not rely exclusively upon oral testimony, either through testimonial affidavits or deposition testimony, to establish the absence of a genuine issue of material fact. The rule of Nanty-Glo v. American Surety Co., 309 Pa. 236, 163 A. 523 (1932), prohibits entry of summary judgment based on the moving party’s oral testimony. See Sherman v. Franklin Regional Med. Ctr., 443 Pa.Super. 112, 660 A.2d 1370, 1372 (1995). The moving party may rely upon admissions by the opposing party in their pleadings and through testimony by their witnesses. Durkin v. Equine Clinics, Inc., 376 Pa.Super. 557, 546 A.2d 665, 670 (1988) and Garcia v. Savage, 402 Pa.Super. 324, 586 A.2d 1375 (1991). Fourth, to survive a summary judgment motion, the non-moving party may not rely merely upon the controverted allegations of the pleadings. Instead, the non-moving party by way of affidavit, or some other manner as provided by Pa.R.C.P. 1035(d), must demonstrate that a genuine issue of disputed material fact exists.

In a nutshell, summary judgment is properly granted where “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Pa.R.C.P. 1035(b). An entry of summary judgment may be granted only in cases where the right is *clear and free from doubt*.



Musser v. Vilsmeier Auction Co., Inc., 522 Pa. 367, 369, 562 A.2d 279, 280 (1989) (Emphasis Added).

Applying these rules to the record presented by the parties reveals the following.

### ONGOING VALIDITY OF 1941 LEASE

[ 9] [10] [11] In T.W. Phillips Gas & Oil Co. v. Jedlicka, 615 Pa. 199, 208, 42 A.3d 261, 267 (2012), Justice Todd reiterated long-standing principles regarding oil and gas leases:

A lease is in the nature of a contract and is controlled by principles of contract law. J.K. Willison v. Consol. Coal Co., 536 Pa. 49, 54, 637 A.2d 979, 982 (1994). It must be construed in accordance with the terms of the agreement as manifestly expressed, and “[t]he accepted and plain meaning of the language used, rather than the silent intentions of the contracting parties, determines the construction to be given the agreement.” *Id.* (citations omitted). Further, **a party seeking to terminate a lease bears the burden of proof.** See Jefferson County Gas Co. v. United Natural Gas Co., 247 Pa. 283, 286, 93 A. 340, 341 (1915).

*Id.* (Emphasis added).

[12] The 1941 Lease provided that it would remain effective to May 31, 1951 “and as much longer as operations for Oil and Gas are being conducted on the premises, **or** Oil and Gas is found in paying quantities thereon...” (See Ex. 1 EQT MSJ). The term “operations” is not specifically defined. The 1941 Lease does not indicate that a forfeiture occurs in the event royalties are not paid. The 1941 Lease further reserves free gas to the Goughnours through the following provision:

***“If gas is found in paying quantities and conveyed from the premises and marketed,*** the Lessor reserves gas from the well or wells on the premises to an amount not exceeding 150,000 cubic feet per year free of cost, for light and heat in the dwelling house not on the premises...” (Ex. A, Goughenour Brief in Opposition)

Thus, the production of gas in paying quantities is a condition precedent to the provision of free gas to Mr. Goughenour.<sup>3</sup>

The parties in this action do not dispute that oil and gas is being produced from three wells (permit #s 125-01715, 125-01716 and 125-01717) drilled on the leased premises. (See Exs. B, C and D, Goughenour Brief in Opposition) Mr. James Goughenour, the Plaintiff’s son, acknowledged that the wells are producing “free gas” that is being provided to his father’s home. (See ONEXX MSJ, Attachment 4, p. 34-35). Further, James Goughenour indicated that his sister, Linda Rice, purchases gas

from ONEXX and that such gas is produced from the wells drilled on the Goughenour Tract. ( See ONEXX MSJ, Attachment 4, p. 35-36) James Goughenour indicated that Ms. Rice has been purchasing gas from ONEXX since 1980. (See ONEXX MSJ, Attachment 4, p. 35-36)

On the basis of this evidence, Mr. Goughenour may not rest on the allegations of his pleadings. Mr. Goughenour does not point to evidence of the capping of the Goughenour wells or the refusal to drill and produce gas. Mr. Goughenour has not alleged nor pointed to evidence that ONEXX ceased operations.

[13] [14] Instead, in his Third Amended Complaint, Mr. Goughenour alleged that he had not received royalties for in excess of three (3) years.<sup>4</sup> However, a lease must state the condition upon which a forfeiture may be declared. Smith v. People's Nat. Gas Co., 257 Pa. 396, 401, 101 A. 739, 741 (1917). Without such an express reservation of the power of forfeiture, a lessor (landowner) is left to pursue an action at law for the rentals and may only obtain rescission of the lease upon a showing of clear proof of abandonment by the lessee. Thompson v. Christie, 138 Pa. 230, 20 A. 934; Marshall v. Forest Oil Co., 198 Pa. 83, 47 A. 927; Smith v. Peoples Natural Gas Co., 257 Pa. 396, 101 A. 739 s cited in Girolami v. Peoples Nat. Gas Co., 365 Pa. 455, 460, 76 A.2d 375, 377 (1950). In this instance, the 1941 Lease lacks an express forfeiture clause. For this reason, proof of the non-payment of royalties, alone, does not permit this trial court to declare the lease expired.

In addition to his allegation of non-payment, Mr. Goughenour asserts two additional grounds supporting termination of the 1941 Lease. In argument, he contends that the wells on his property did not produce gas in “paying quantities.” Mr. Goughenour advances that a genuine issue of fact exists regarding abandonment of the 1941 Lease. Mr. Goughenour argues that the defendants failed to produce evidence of regular accounting of well production, profitability and good faith judgment to continue well operation. In support of this conclusion, Mr. Goughenour points to production reports from a well meter which he characterizes as unreliable due to the meter freezing several times in 2013, 2014 and 2015. Also, Mr. Goughenour notes that DEP production records for the Goughenour wells appeared to be facially invalid. He notes that the reported production for each well for each year from 2011 to 2016 is oddly the “same.”<sup>5</sup> In summary, by these allegations and evidence, Mr. Goughenour posits that the wells on his property are not profitable, sporadically maintained and abandoned.

[15] [16] [17] However, the 1941 Lease contained a typical habendum clause that provides that it remains in effect for as long as oil or gas is produced “in paying quantities.” The phrase ‘paying quantities’ is to be construed with reference to the operator, and by his judgment when exercised in good faith. T.W. Phillips Gas & Oil Co. v. Jedlicka, 615 Pa. 199, 213, 42 A.3d 261, 270 (2012) citing Young v. Forrest Oil, 45 A. at 122–23. In general, the duty to exercise good faith imposed upon contracting parties does not compel a party to surrender rights which it has been given by the terms of its contract. Creeger Brick & Bldg. Supply Inc. v. Mid-State Bank & Tr. Co., 385

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Pa.Super. 30, 36–37, 560 A.2d 151, 154 (1989) In particular, the Pennsylvania Supreme Court has long described an operator’s good faith judgment as follows:

So long as the lessee is acting in good faith on business judgment, he is not bound to take any other party’s, but may stand on his own. Every man who invests his money and labor in a business does it on the confidence he has in being able to conduct it in his own way. **No court has any power to impose a different judgment on him, however erroneous it may deem his to be. Its right to interfere does not arise until it has been shown clearly that he is not acting in good faith on his business judgment, but fraudulently, with intent to obtain a dishonest advantage over the other party to the contract. Nor is the lessee bound, in case of difference of judgment, to surrender his lease,** even *pro tanto*, and allow the lessor to experiment. Lessees who have bound themselves by covenant to develop a tract, and have entered and produced oil, have a vested estate in the land, which cannot be taken away on any mere difference of judgment.

T.W. Phillips Gas & Oil Co. v. Jedlicka, 615 Pa. 199, 213–14, 42 A.3d 261, 270 (2012) citing Young v. Forrest Oil, *supra*. (Emphasis Added).

Mr. Goughenour’s allegations and identified evidence do not establish a triable issue of fact concerning expiration or abandonment of the 1941 Lease. No evidence of capping of wells or a refusal to drill has been presented. Well records demonstrate ongoing production of gas from the wells. “Operations” are occurring because the wells are drilled; those wells continue to produce gas and ONEXX services those wells. Further, production from those wells is in a quantity sufficient to provide “free gas” to Mr. Goughenour and to sell additional gas to Ms. Rice for nearly four decades. Consistent with the plain language of the 1941 Lease, such level of production is in “paying quantities.”

### CONCLUSION

The non-moving parties, ONEXX and EQT, have met their burden of proof. In other words, EQT and ONEXX have shown the nonexistence of any genuine issue of material fact regarding the ongoing effectiveness of the 1941 Lease. Pa.R.C.P. 1035(d) requires Mr. Goughenour to demonstrate that a genuine issue of disputed material fact exists. Regarding the effectiveness of the challenged lease, he has not done so.

### ORDER

**AND NOW**, this 7<sup>th</sup> day of June, 2019, upon consideration of the briefs and able arguments of all counsel, the Defendants’ Motions for Summary Judgment are GRANTED. The parties’ 1941 Lease together with its 1967 Amendment remain in effect and have not expired or terminated.

BY THE COURT:  
s/MICHAEL J. LUCAS, J.

1. On February 15, 2017, the Hon. Damon Faldowski sustained the preliminary objections of EQT Production Company and provided leave to Mr. Goughnour to file an amended complaint. On February 28, 2017 Mr. Goughnour sought reconsideration from Judge Faldowski. In doing so, Mr. Goughnour argued that he was seeking a “declaration as to the status of the lease” which would indicate that ONEXX and EQT “no longer have any rights which were provided in the lease.” (See 2/23/17 Motion ¶ 5-6). On March 23, 2017, Mr. Goughnour filed an “Amended Complaint in action to quiet title.” However, in the body of this first Amended Complaint Mr. Goughnour specifically sought a declaration that the 1941 lease expired, and additionally requested an award of attorneys’ fees, litigation costs and such other relief “deemed just and appropriate or necessary.” (See First Amended Complaint ¶ 22-27) Both ONEXX and EQT filed preliminary objections asserting the statute of limitations had expired with regard to Mr. Goughnour’s “single claim for declaratory relief.” On July 31, 2017, the day of scheduled oral argument on preliminary objections, Mr. Goughnour filed a Second Amended Complaint. In this Second Amended Complaint, Mr. Goughnour alleged that he had not received royalties in excess of 3 years and that the 1941 lease was “abandoned” and that the “master meter” for the wells on the property was “stuck on zero(s).” Mr. Goughnour further alleged that wells on his property were producing gas. (See Second Amended Complaint ¶ 20 and 23-25) Judge Faldowski overruled the objections of EQT, but sustained ONEXX’s objection regarding the attachment of writings upon which Goughnour’s claims were based. Judge Faldowski directed Goughnour to file another amended complaint attaching DCNR Well Information System exhibits described but not attached to Goughnour’s Second Amended Complaint.
2. Through a series of assignments, EQT obtained “deep rights.” See ¶ 11-12 to the Plaintiff’s Third Amended Complaint and EX. 5 thereto.
3. A condition precedent may be defined as a condition which must occur before a duty to perform under a contract arises. See Village Beer and Beverage, Inc. v. Vernon D. Cox & Co., 327 Pa.Super. 99, 475 A.2d 117 (1984) as cited in Acme Markets, Inc. v. Fed. Armored Exp., Inc., 437 Pa.Super. 41, 46, 648 A.2d 1218, 1220 (1994)
4. ONEXX contested the claim of non-payment. ONEXX asserted that it issued royalty checks to Mr. Goughenour and such checks were never cashed. Though this is a contested factual issue, its resolution is unnecessary to a determination of forfeiture, expiration or abandonment of the 1941 Lease.
5. At argument, Mr. Goughenour’s Counsel conceded that there is nothing “sinister” about each well having the same production levels. He explained the wells are metered at one location. Mr. Goughneour’s Counsel advanced that the amount of gas produced lacked sufficient pressure to move the meter. Nevertheless, Mr. James Goughenour maintained that the wells are producing a sufficient amount of gas to supply his father’s home. (See Ex. 8 p. 34 to EQT’s MSJ).

**REGISTER'S AUDIT NOTICE****NOTICE OF MARY JO POKNIS**

Register of Wills and Ex-Officio Clerk of the Orphans' Court Division,  
Court of the Common Pleas, Washington, Pennsylvania

The following fiduciaries have filed their respective accounts in the  
Office of the Clerk of the Orphans' Court of Washington County

**ACCOUNTS FILED IN THE REGISTER'S OFFICE  
TO SEPTEMBER 26, 2019 AUDIT**

**AUDIT LIST**

NO.	ESTATE	ACCOUNTANTS ATTORNEY
63-18-0163	BONI, John, John Boni, Jr. Accountant: Valerie Gray, Administratrix Attorney: E. J. Julian, Esq.	
63-17-1526	ORUM, Gary D. Accountant: Betty Jean Orum, Executrix Attorney: Samuel F. Zets, Esq.	

**PARTIES INTERESTED ARE HERBY NOTIFIED THAT AN AUDIT LIST WILL  
BE MADE UP OF THE AFOREMENTIONED ACCOUNTS AND THAT SAID  
AUDIT IS SEPTEMBER 26, 2019 AT 9:30A.M., COURTROOM #2 BEFORE THE  
HONRORABLE JOHN F. DISALLE, JUDGE.**

Mary Jo Poknis, Register and Ex-Officio  
Clerk of the Orphans Court Division of the  
Court of Common Pleas of  
Washington County, Pennsylvania

8)2/2

## ESTATE NOTICES

The Register of Wills has granted letters testamentary or of administration in the following estates. Notice is hereby given to all persons indebted thereto to make payment without delay and to those having claims or demands to present them for settlement to the Executors or Administrators or their attorneys.

### FIRST PUBLICATION

#### **BADAMO, VINCENT W.**

late of Joffre, Washington Co., PA  
File No. 63-19-0875

Administrator: Tracy Cadman, 1 Holiday Lane, Greenville, PA 16125

Attorney: Nora Gieg Chatha, Tucker Arensberg, P.C., 1500 One PPG Place, Pittsburgh, PA 15222

#### **BEHRENDT, SUSAN E.**

late of Charleroi, Washington Co., PA  
Executrix: Sallie Behrendt Dornan,

9923 Matti Hill Court,

Fredricksburg, VA 22408

Attorney: Todd M. Pappasergi, Bassi, Vreeland & Associates, P.C., P.O. Box 144, 111 Fallowfield Avenue, Charleroi, PA 15022

#### **BRUENN, TRICIA M.**

a/k/a TRICIA M.

PELISSERO-BRUENN,

late of North Strabane Township, Washington Co., PA

Executor: Kurtis J. Narus, 306 McGregor Dr., Canonsburg, PA 15317

Attorney: J. Lynn DeHaven, Esquire, Goldfarb, Posner, Beck, DeHaven & Drewitz, 62 East Wheeling Street, Suite 101, Washington, PA 15301

#### **COUNTY, JOHN CHADWICK**

late of Burgettstown, Washington Co., PA  
File No. 63-19-1120

Administratrix: Kathryn E. County, 44 Tenan Street, Burgettstown, PA 15021

#### **CUSHEY, NIKKI LYNN**

late of Finleyville, Washington Co., PA  
File No. 63-19-1074

Administrator: Donald A. Wilkes, 366 Mingo Church Road, Finleyville, PA 15332

Attorney: Timothy R. Berggren, Law Offices of Timothy R. Berggren, Esq., Washington Trust Bldg., 6 S Main St., Suite 210, Washington, PA 15301

#### **GREEN, SUSANNE**

a/k/a SUSAN GREEN,  
late of Canton Township,  
Washington Co., PA

Executor: Joseph E. Green, 283 Cortez Drive, Washington, PA 15301

Attorney: Bradley M. Bassi, Bassi, Vreeland & Associates, P.C., P.O. Box 144, 111 Fallowfield Avenue, Charleroi, PA 15022

#### **HAINER, SR., NORMAN F.**

late of Washington, Washington Co., PA  
File No. 63-18-1418

Executrix: Wanetta Joyce Hainer, 102 Mowl Road, Washington, PA 15301

Attorney: C. Jerome Moschetta, 27 South College Street, Washington, PA 15301

#### **KING, LaVERNE J.**

late of Cecil Township,  
Washington Co., PA  
File No. 63-19-0557

Executors: Lynnette King and Jacque L. King c/o

Attorney: Natalie M. Ruschell, Ruschell & Associates, LLC, 308 Eaton Avenue, Midway, PA 15060

#### **KRETT, NORMA J.**

a/k/a NORMA JEAN KRETT,  
late of Charleroi, Washington Co., PA  
File No. 63-19-0853

Executor: Jody Krett-Maund, PO Box 580, Charleroi PA 15022

#### **LOWTHER, ALVIN R.**

late of Charleroi, Washington Co., PA  
File No. 63-19-1099

Administratrix CTA: Joan Santini,

636 Conrad Avenue,

N. Charleroi, PA 15022

Attorney: Bigi & Walsh, 337 Fallowfield  
Avenue, Charleroi, PA 15022

**MONCHECK, RICHARD W.**

late of Brownsville, Washington Co., PA

File No. 63-19-1041

Executor: Dana M. Moncheck, 142

Heyward Drive, Brownsville, PA 15417

Attorney: Lisa J. Buday P.O. Box 488,  
California, PA 15419

**SHAFFER, CLYDE DAVID**

a/k/a CLYDE SHAFFER a/k/a

CLYDE SHAFFER, SR.,

late of Mt. Pleasant Township,

Washington Co., PA

File No. 63-19-0483

Administrator: Clyde David Shaffer, Jr.,  
554 Westland Road, Hickory, PA 15340

Attorney: Mark S. Riethmuller,  
Speakman, Riethmuller & Allison,  
6 S Main St., Suite 614, Washington  
Trust Bldg., Washington, PA 15301

**VERELST, JR., JOHN**

late of Smith Township,

Washington Co., PA

File No. 63-19-1092

Executor: Mark A. Verelst,

283 Atlas Cherry Valley Road,

Burgettstown, PA 15021

Attorney: James P. Liekar, Esquire, 38  
West Pike Street, Canonsburg, PA 15317

9, 10, 11

**SECOND PUBLICATION**

**ANDERSON, LORRAINE J.**

late of Peters Township,

Washington Co., PA

File No. 63-19-1090

Executors: Glenn W. Anderson,

9548 Hawkins Court, Sandy, UT 84092,

Terry L. Rozell, 5571 Library Road,

Bethel Park, PA 15102,

Attorney: Jennifer L. Rawson, Eckert  
Semans Cherin & Mellott LLC, 600 Grant  
Street, 44th Floor,

Pittsburgh, PA 15219

**BARNHART, SR., DOUGLAS D.**

late of Charleroi Borough,

Washington Co., PA

Executrix: Jessica Lynn Dudley, 800 9th  
Street, Pitcarin, PA 15140

Attorney: Richard C. Mudrick,

300 Fallowfield Avenue,

Charleroi, PA 15022

**CONNELLY, SR., DONALD F.**

a/k/a DONALD FRANCIS

CONNELLY,

late of Eighty Four, Washington Co., PA

Executor: David K. Connelly, 77

Warwick Drive, Pittsburgh, PA 15241

Attorney: Nicole M. LaPresta, Elder Law

Offices of Shields and Boris, 1150 Old

Pond Road, Bridgeville, PA 15017

**COOK, JR., PHILIP E.**

late of Cecil Township,

Washington Co., PA

File No. 63-19-0900

Executrix: Ruth A. Williams

c/o Attorney: Natalie M. Ruschell,

Ruschell & Associates, LLC,

P.O. Box 577, 308 Eaton Avenue,

Midway, PA 15060

**EVERLY, MARY E.**

a/k/a MARY ELIZABETH EVERLY,

late of Charleroi Borough,

Washington Co., PA

Executor: Keith M. Everly, 510 Dally

Road, Coal Center, PA 15423-1207

Attorney: Richard C. Mudrick, 300

Fallowfield Avenue, Charleroi, PA

15022

**FODSE, RICHARD**

a/k/a RICHARD L. FODSE,

late of Robinson Township,

Washington Co., PA

Executrix: Bobbie Springer,

197 Independent Road,

Waynesburg, PA 15370

Attorney: Jeffery P. Derrico, Greenlee

Derrico Posa, LLC, 122 South

McDonald Street, McDonald, PA 15057

**HALLEY, GEORGE A.**

late of Lawrence, Washington Co., PA  
File No. 63-19-0893

Executor: Jason Snyder,  
3112 Manor Way, Pittsburgh, PA 15241

**JARECKI, SANDRA L.**

late of South Strabane Twp.,  
Washington Co., PA

Executor: Richard Jarecki, 40 Country  
Club Rd., Washington, PA 15301

**KELLEY, SHIRLEY DOROTHY**

a/k/a SHIRLEY D. KELLEY

a/k/a SHIRLEY KELLEY,

late of Canton Township,

Washington Co., PA

Executrix: Deborah Coneby,  
19 Cummins Street, Houston, PA 15342

Attorney: Jeffrey P. Derrico, Greenlee  
Derrico Posa, LLC, 60 East Beau Street,  
Washington, PA 15301

**KIMMERLE, SHIRLEY G.**

a/k/a SHIRLEY GRACE KIMMERLE,

late of Cecil Township,

Washington Co., PA

Executor: Cynthia J. Kimmerle,  
301 Fairmont St., McDonald, PA 15057

Attorney: Loretta B. Kendall, 364 E.  
Lincoln Ave., McDonald, PA 15057

**MITCHELL, ELEANOR J.**

a/k/a ELEANOR JOYCE MITCHELL

a/k/a ELEANOR MITCHELL,

late of Cecil Township,

Washington Co., PA

Executor: Raymond F. Mitchell, Jr.  
c/o Attorney: Frank Arcuri, 125 South  
College Street, Washington, PA 15301

**POLLOCK, KATHERINE JANE**

a/k/a CATHERINE JANE POLLOCK,

late of Marianna, Washington Co., PA

Executrix: Cynthia Ann Bucenell

c/o Attorney: Cheryl Catherine Cowen,  
769 Lippencott Road,  
Waynesburg, PA 15370

**POWELL, RONALD G.**

a/k/a RONALD GEORGE POWELL,

late of Canton Township,

Washington Co., PA

Administratrix: Treasa L. Wrubleski, 5  
Williams Street, Washington, PA 15301

Attorney: , Greenlee Derrico Posa, LLC,  
60 East Beau Street,  
Washington, PA 15301

**RALSTIN, ROBERT G.**

a/k/a ROBERT RALSTIN,

late of Donora, Washington Co., PA

File No. 63-19-0912

Administratrix: Jacqueline Ralstin, 522  
South Valley Drive, Nampa, ID 83686

Attorney: James W. Haines, Jr.,

1202 West Main Street,

Monongahela, PA 15063

**SMITH, MARY O'HARE**

late of Washington, Washington Co., PA

Executrix: Kathleen Smith-Delach,

607 Edward Lane, Pittsburgh, PA 15205

Attorney: Kathleen Smith-Delach,

Phillips, Phillips & Smith-Delach, P.C.,

29 East Beau Street,

Washington, PA 15301

**YEVINS, JAMES STEPHEN**

late of Houston, Washington Co., PA

File No. 63-19-0976

Administrator: Jared Stephen Yevins,  
1303 Sara Court, Moon Twp., PA 15108

**YOUNG, YVONNE M.**

late of North Charleroi,

Washington Co., PA

Executor: Terry L. Young,  
322 Shady Avenue, Charleroi, PA 15022

Attorney: Richard C. Mudrick,

300 Fallowfield Avenue,

Charleroi, PA 15022

8,9,10

**THIRD PUBLICATION****SHEDLOCK, III, RAYMOND J.**

late of Monongahela,

Washington Co., PA

File No. 63-19-1043

Executor: Koree Shedlock, 1160 Dennis



Avenue, Monessen, PA 15062

Attorney: Timothy R. Berggren, Law  
Offices of Timothy R. Berggren, Esq.,  
Washington Trust Building, 6 South Main  
Street, Suite 210,  
Washington, PA 15301

**SLIMICK, FRANKLIN CHARLES**

late of Cecil Township,  
Washington Co., PA

Executor: James F. O'Brien, 24 Third  
Street, Lawrence, PA 15055

7,8,9

**TRUST NOTICE**

Trust of: Robert M. Smith, the Smith  
Family Revocable Living Trust Dated  
09/04/2013

Late of: McDonald, Washington County,  
Pennsylvania, deceased

All persons having claims against the same  
will present them for payment; duly  
authenticated; and those indebted hereto,  
will please make immediate payment to:

Randall M. Smith, Successor Trustee  
11 Pebblebrook Circle  
Richardson, TX 75080  
Or

Suzanne D. Smith, Successor Trustee  
441 Woodstock Lane  
Wilmington, DE 19808  
Or to:

James P. Shields, Esq.  
Elder Law Offices of Shields and Boris  
1150 Old Pond Road  
Birdsboro, PA 19017

9)1/3

**NAME CHANGE NOTICES**

IN THE COURT OF COMMON PLEAS  
OF WASHINGTON COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION  
No. 2019-4330

IN THE MATTER OF:  
**ADAM JEREMY LOGAN, JR.**

**NOTICE**

Notice is hereby given that on  
August 16, 2019, the Petition of  
**DANIELLE MARIE KIRK** was filed in  
the above-named Court requesting an  
Order to change the name of **ADAM  
JEREMY LOGAN, JR. to JEREMY  
JAMES KIRK.**

The Court has fixed the date of  
October 4, 2019 at 9:00 a.m. in Courtroom  
No. 5 of the Washington County  
Courthouse, Washington, Pennsylvania as  
the time and place for the hearing on the  
said Petition, when and where all  
interested parties may appear and show  
cause, if any, why the request of the  
Petitioner should not be granted.

David B. Bassi, Esquire  
BASSI, VREELAND & ASSOCIATES,  
P.C. Attorneys at Law  
P.O. Box 144  
111 Fallowfield Avenue  
Charleroi, PA 15022

9)1/1

IN THE COURT OF COMMON PLEAS  
OF WASHINGTON COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION  
No. 2019-4328

IN THE MATTER OF:  
**RAENELLE NICOLE REESE**

**NOTICE**

Notice is hereby given that on August 16, 2019, the Petition of **ANTHONY AND HELEN REESE** was filed in the above-named Court requesting an Order to change the name of **RAENELLE NICOLE REESE to NICOLE RAY REESE.**

The Court has fixed the date of October 4, 2019 at 9:00 a.m. in Courtroom No. 5 of the Washington County Courthouse, Washington, Pennsylvania as the time and place for the hearing on the said Petition, when and where all interested parties may appear and show cause, if any, why the request of the Petitioner should not be granted.

David B. Bassi, Esquire  
BASSI, VREELAND & ASSOCIATES,  
P.C.

Attorneys at Law  
P.O. Box 144  
111 Fallowfield Avenue  
Charleroi, PA 15022

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**Change of Name**

Notice is hereby given that on August 29, 2019 a Petition was filed with the Court of Common Pleas of Washington County, Pennsylvania, Civil Division, at Docket No. 2019-4646 By the Petitioner Amy Lynn Davies for a change of name to Jeffrey Andrew Davies.

The Court has fixed the date of October 4, 2019 and time of 9:00 o'clock a.m. in Courtroom #5 in the Washington County Courthouse as the time and place for the hearing on said Petition. Any and all persons interested may appear and show cause, if any, why the request of the petitioner should not be granted.

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**Change of Name Notice**

Notice is hereby given that on the date of July 23, 2019 a Petition was filed with the Court of Common Pleas of Washington County, Pennsylvania, Civil Division, at Docket No. 2019-3738 by the Petitioner Elise Jasmine Farris for a change of name to Elise Jasmine Gomez.

The Court has fixed the date of October 4, 2019 and time of 9:00 a.m. in Courtroom #5 in the Washington County Courthouse, Washington, Pennsylvania, for the hearing on said Petition. Any and all persons interested may appear and show cause, if any, why the request of the petitioner should not be granted.

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**BREYDON MICHAEL BRACKER**

Notice is hereby given that on the 10th day of September, 2019, a Petition for Change of Name, filed for Breydon Michael Bracker, was filed in the Washington County Court, praying for a decree to change his name to Breydon Michael Goodwin. The Court has fixed November 1, 2019 at 9:00 a.m. in Courtroom No. 5, Washington, PA, 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 prayer of the said petition should not be granted. Elisabeth H. Wagers, Esquire, Kusturiss, Wolf & Kusturiss, 12 North Jefferson Avenue, Canonsburg, PA 15317.

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**CORPORATION NOTICES**

NOTICE is hereby given of the filing of an application for Registration of Fictitious Name as follows:

The Fictitious name is: **AK HAIR STUDIO, LLC.**

The address of the principal office or principal place of business to be carried on under or through the fictitious name is: 1177 Amity Ridge Road, Amity, PA 15311.

The name and address of the person who is party to the registration is:

Andrea J. Krizay, 1177 Amity Ridge Road, Amity, PA 15311

An application for a fictitious name was filed on August 9, 2019 in the Department of State, under the Fictitious Names Act, 54 Pa.C.S.A. 302 et seq., Act of December 16, 1982, No. 295, P.L. 1309.

Thomas O. Vreeland, Esquire  
Bassi, Vreeland & Associates, P.C,  
62 East Wheeling Street  
Washington, PA 15301

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*Note: Local Rule. Effective October 7, 2019.*

## **Rule 1915.11.1 Parenting Coordination**

### **Rule 1915.11.1. Parenting Coordination.**

#### *(a) Appointment of a Parenting Coordinator.*

- (1) If the parties agree on a Parenting Coordinator or if the Court deems one necessary, an order will be entered in accordance with Pa.R.Civ.P. 1915.22.
- (2) If the parties cannot agree on the selection of a Parenting Coordinator, the Court shall require each party to identify his/her choice(s) along with the hourly rate of each to all parties. If the parties cannot agree, the Court will select a Parenting Coordinator. The roster of the Court's approved Parenting Coordinators and their stated hourly rates shall be posted in the office of the Court Administrator-Civil Division and on the website of the Twenty-Seventh Judicial District at [www.washingtoncourts.us](http://www.washingtoncourts.us).
- (3) Any party seeking a reduced fee under section (d) below must seek leave to proceed *in forma pauperis* in accordance with local Rule 240.

#### *(b) Roster of Approved Parenting Coordinators.*

An attorney or mental health professional seeking to be included on the roster of the Washington County Court's roster of qualified individuals to serve as a Parenting Coordinator shall submit a letter to the Court Administrator-Civil Division together with the following:

- (1) An affidavit attesting the applicant has the qualifications found in Pa.R.Civ.P. 1915.11;
- (2) Pennsylvania Act 33 child abuse and Act 34 criminal history clearances, within the past two (2) years;
- (3) An acknowledgement that the applicant has read and will follow the Association of Family and Conciliation Courts (AFCC) Parenting Coordinator guidelines and the American Psychological Association (APA) Parenting Coordinator Guidelines. The former are posted at <https://www.afccnet.org/Portals/0/AFCCGuidelinesforParentingcoordinationnew.pdf>. The latter are found at <https://www.wapa.org/pubs/journals/features/parenting-coordination.pdf>; and
- (4) An acknowledgment of responsibility to accept reduced fee assignments for every three (3) full fee appointments taken. Appointments for reduced fee assignments will be made on a rotating basis for all Parenting Coordinators on the Court's roster.

#### *(c) Parenting Coordinator Recommendations.*

- (1) In addition to providing the same to the parties and the assigned Judge, a Parenting Coordinator shall file his or her Summary and Recommendations with the Prothonotary within two (2) days after the last communication with the

parties on the issues in accordance with Pa.R.Civ.P. 1915.11-1(f)(2). A Proof of Service shall also be filed. Copies of both documents shall also be provided to the Court Administrator-Civil Division.

- (2) *Objections to Parenting Coordinator's Recommendation(s) and Petition for a Record Hearing.*
  - a. A party objecting to the Recommendations must file with the Prothonotary an original and a copy of his or her Objections and a Petition for a Record Hearing before the Court within five (5) days of service of the Summary and Recommendations together with a Proof of Service upon all parties and the Parenting Coordinator. Copies shall also be provided to the assigned Judge and the Court Administrator-Civil Division.
  - b. The assigned Judge shall schedule a record hearing as soon as practical on the objections.
  - c. If timely objections are filed, the Parenting Coordinator's Recommendation may be entered as an interim order by the assigned Judge pending final disposition.

(3) *Court Review of Parenting Coordinator's Recommendations.*

If no objections to the Parenting Coordinator's Recommendation are filed with the Prothonotary within five (5) days of service of the Summary and Recommendation, the assigned Judge will review the Recommendation in accordance with Pa.R.Civ.P. 1915.11-1(f)(4).

(d) *Fees.*

Parties who request the appointment of a Parenting Coordinator or who are identified by the Court as benefitting from the appointment of a Parenting Coordinator shall pay the Parenting Coordinator as follows:

- (1) Up to \$150.00 an hour;
- (2) The assigned Judge shall initially allocate the fees between the parties, but they may be reallocated as deemed appropriate by the Parenting Coordinator or the Court at a later date. See Pa.R.Civ.P. 1915.22(8).
- (3) If, after a review of the In Forma Pauperis (IFP) petition, the parties' combined gross income and family size is at or below the Federal Poverty Guidelines, the Parenting Coordinator's fee shall be pro bono. If, after a review of the In Forma Pauperis (IFP) petition, the parties' combined gross income and family size is between the Federal Poverty Guidelines and 150% of the Federal Poverty Guidelines, the Parenting Coordinator's fee shall be 50% of his or her hourly rate. All other litigants shall pay the full fee.

SHERIFF SALES

SHERIFF’S SALE — Samuel F. Romano—Sheriff

Abstracts of properties taken in execution upon the writs shown, at the number and term shown, as the properties of the severally named defendants, owners or reputed owners, and to be sold by Samuel F. Romano, Sheriff of Washington County, Pennsylvania, on **FRIDAY, OCTOBER 4, 2019 at 10:00 o’clock a.m.** in Public Meeting Room 104, Courthouse Square Building, 100 West Beau Street, Washington, Pennsylvania.

CONDITIONS OF SALE

Ten (10%) percent of purchase bid (but not less than the Sheriff’s Cost), shall be paid in CASH, CERTIFIED FUNDS OR MONEY ORDER on the day of the sale and the balance on or before **WEDNESDAY, OCTOBER 9, 2019 at 4:00 o’clock p.m.** If ten (10%) percent down payment is not made on the day of the sale, or if the balance of payment is not made on Wednesday following the date of sale, the property will again be put up for sale on **FRIDAY, OCTOBER 11, 2019, at 10:00 o’clock a.m.,** at the expense and risk of the bidder from the original sale. (Complete description of the properties are on file in the Sheriff’s Office at Courthouse Square, 100 West Beau Street, Suite 303, Washington, PA). A schedule of distribution will be filed by the Sheriff not later than thirty (30) days from the date of the sale and distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

Sheriff Sale List -- October 4, 2019 — Index

Note: Index info. excerpted from Sheriff Sale notices as provided; captions abbreviated.

Sale#	Plaintiff v Defendant(s)	Property Location
2018-1592.....	Lakeview vs. Cross.....	Amwell
2019-25.....	Bank of NY Mellon vs Combs .....	Bentleyville
2019-686.....	First Federal Savings vs Piktel .....	California
2018-5858.....	PNC vs Smida .....	Centerville
2017-5912.....	Wells Fargo vs Arnold.....	Charleroi
2017-6086.....	HSBC Bank vs Hurbank .....	Chartiers
2019-1157.....	PA Housing vs. Strawn.....	Claysville
2018-6687.....	Pennymac vs. Debos.....	East Washington
2019-2023.....	Bank United vs. Shrader.....	Ellsworth
2019-1778.....	TOWD POINT vs. Griffith.....	Monongahela
2004-6622.....	Bank One vs. King .....	Peters
2018-5349.....	US Bank vs. Holden .....	South Franklin
2018-6509.....	Reverse Mortgage vs. King .....	South Franklin
2018-2424.....	Wells Fargo vs. Hilderbrand.....	South Strabane
2018-1339.....	Ally Bank vs. Huff .....	Union Township
2018-1486.....	Key Bank vs. Antis.....	Township of Carroll
2019-1576.....	Community Bank vs. McClelland .....	Washington
2019-2021.....	Bank of America vs. Tomaselli .....	Washington

**SHERIFF'S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2018-1592**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. on OCTOBER 4, 2019:

LAKEVIEW LOAN SERVICING LLC  
Plaintiff  
v.  
JAMES E. CROSS Defendant

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE 2018-1592

JUDGEMENT: \$171,856.61

The Commonwealth of Pennsylvania,  
Washington County, Amwell Township;  
1318 BRUSH RUN ROAD, WASHINGTON, PA 15301

Improvements: Residential Dwelling

Attorney: McCABE, WEISBERG &  
CONWAY, 215-790-1010

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff's Office, Washington PA  
Samuel L. Romano

**SHERIFF'S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2019-25**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. on OCTOBER 4, 2019:

THE BANK OF NEW YORK MELLON  
f/k/a The Bank of New York, as Trustee  
for Tbw Mortgage-Backed  
Trust 2007-1, Mortgage-Backed Pass-  
Through Certificates, Series 2007-1  
vs  
JOSEPH L. COMBS a/k/a JOSEPH  
COMBS and DEBRA L. COMBS a/k/a  
DEBRA L. JANITOR a/k/a DEBRA  
COMBS

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE 2019-25

JUDGEMENT: \$209,121.59

The Commonwealth of Pennsylvania,  
Washington County, Bentleyville Borough;

149 LUSK ROAD, BENTLEYVILLE,  
PA 15314; 580-010-01-00-0004-00

Improvements: Residential Dwelling

Attorney: Phelan Hallinan Diamond &  
Jones, 215-563-7000

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff's Office, Washington PA  
Samuel L. Romano

**SHERIFF’S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2019-686**

filed in COMMON PLEAS of Washing-  
ton County. There will be exposed at  
Sheriff Sale in the Courthouse Square  
Building, Room 104, 100 West Beau  
Street, Washington, PA 15301, Washing-  
ton County, at 10:00 AM. on OCTOBER  
4, 2019:

FIRST FEDERAL SAVINGS & LOAN  
ASSOCIATION OF GREENE COUNTY

vs

RACHEL N. PIKTEL and  
WILLIAM PIKTEL

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE 2019-686

JUDGEMENT: \$86,061.21

The Commonwealth of Pennsylvania,  
Washington County, California Borough;  
327 Malden Drive, Coal Center, PA  
15423;

080-050-00-00-0013-00

Improvements: Residential Dwelling

Attorney: Peacock Keller, LLP, 724-222-  
4520

A schedule of distribution will be filed by  
the Sheriff not more than thirty days after  
the sale, and distribution will be made in  
accordance with the scheduled unless  
exceptions are filed within ten days after  
the filing of the schedule.

Sheriff’s Office, Washington PA  
Samuel L. Romano

**SHERIFF’S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2018-5858**

filed in COMMON PLEAS of Washing-  
ton County. There will be exposed at  
Sheriff Sale in the Courthouse Square  
Building, Room 104, 100 West Beau  
Street, Washington, PA 15301, Washing-  
ton County, at 10:00 AM. on OCTOBER  
4, 2019:

PNC BANK, NATIONAL  
ASSOCIATION

vs

ANGELA DIBASILIO SMIDA, as Be-  
lieved Heir and/or Administrator to the  
Estate of MARK E. SMIDA, JR.  
A/K/A MARK E. SMIDA, ETAL

JUDGEMENT: \$138,144.05

The Commonwealth of Pennsylvania,  
Washington County, Borough of Center-  
ville;

198 RIDGE ROAD, BROWNSVILLE,  
PA 15417

Improvements: Residential Dwelling

Attorney: MANLEY DEAS KOCHAL-  
SKI LLC, 614-220-5613

A schedule of distribution will be filed  
by the Sheriff not more than thirty days  
after the sale, and distribution will be  
made in accordance with the scheduled  
unless exceptions are filed within ten  
days after the filing of the schedule.

Sheriff’s Office, Washington PA  
Samuel L. Romano



**SHERIFF'S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2017-5912**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. on OCTOBER 4, 2019:

WELLS FARGO BANK, N.A.

vs

MARLA ARNOLD A/K/A MARLA ANGELIQUE ARNOLD-BLAKE A/K/A MARLA ARNOLD BLAKE, In Her Capacity as Administratrix and Heir of the Estate of JOHN ARNOLD, ET AL

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE 2017-5912

JUDGEMENT: \$25,670.52

The Commonwealth of Pennsylvania,  
Washington County, Charleroi Borough;  
137 MCKEAN AVENUE, CHARLEROI,  
PA 15022

Improvements: Residential Dwelling

Attorney: PHELAN HALLINAN DIAMOND & JONES, LLP, 215-563-7000

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff's Office, Washington PA  
Samuel L. Romano

**SHERIFF'S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2017-6086**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. on OCTOBER 4, 2019:

HSBC BANK USA, NA., as Trustee on  
Behalf of Ace Securities Corp. Home  
Equity Loan Trust and for The  
Registered Holders of Ace Securities  
Corp. Home Equity Loan Trust, Series  
2006-Asap6, Asset Backed  
Pass-Through Certificates

vs

JOEL M. HURBANEK AND  
ASHELY O. HURBANEK

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE 2017-6086

JUDGEMENT: \$119,023.59

The Commonwealth of Pennsylvania,  
Washington County, Township of Chartiers;

200 BARNICKEL ROAD, MEADOW  
LANDS, PA 15347

Improvements: Residential Dwelling

Attorney: PHELAN HALLINAN DIAMOND & JONES, LLP, 215-563-7000

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff's Office, Washington PA  
Samuel L. Romano

**SHERIFF’S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2019-1157**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. on OCTOBER 4, 2019:

PENNSYLVANIA HOUSING  
FINANCE AGENCY  
vs  
ELIZABETH A. STRAWN

WRIT OF EXECUTION — MORTGAGE FORECLOSURE 2019-1157

JUDGEMENT: \$101,042.24

The Commonwealth of Pennsylvania,  
Washington County, Claysville Borough;  
147 CHURCH STREET, CLAYSVILLE,  
PA 15323;

180-004-00-01-0013-00

Improvements: Residential Dwelling

Attorney: Vitt Law Group, Inc., 412-281-1725

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff’s Office, Washington PA  
Samuel L. Romano

**SHERIFF’S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2018-6687**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. on OCTOBER 4, 2019:

PENNYMAC LOAN SERVICES LLC  
vs  
BRUCE W. DEBOS AND  
KATHERINE A. DEBOS

WRIT OF EXECUTION - MORTGAGE FORECLOSURE 2018-6687

JUDGEMENT: \$185,494.89

The Commonwealth of Pennsylvania,  
Washington County, East Washington Borough;

18 MORGAN AVENUE, WASHINGTON, PA 15301

Improvements: Residential Dwelling

Attorney: PHELAN HALLINAN DIAMOND & JONES, LLP, 215-563-7000

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff’s Office, Washington PA  
Samuel L. Romano

**SHERIFF'S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2019-2023**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. on OCTOBER 4, 2019:

BANK UNITED, NA.  
vs  
DEANA L. SHRADER AND  
JACK A. WRIGHT

**WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE 2019-2023**

**JUDGEMENT: \$203,093.02**

The Commonwealth of Pennsylvania,  
Washington County, Borough of Ellsworth;

7 LINDEN STREET, ELLSWORTH, PA  
15331

Improvements: Residential Dwelling

Attorney: RICHARD M. SQUIRE &  
ASSOCIATES, LLC, 215-886-8790

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff's Office, Washington PA  
Samuel L. Romano

**SHERIFF'S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2019-1778**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. On OCTOBER 4, 2019:

TOWD POINT MORTGAGE TRUST  
2016-4, U.S. Bank National Association  
as Indenture Trustee do Select  
Portfolio Servicing, Inc.

vs  
ROBERT W. GRIFFITH

**WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE 2019-1778**

**JUDGEMENT: \$38,967.72**

The Commonwealth of Pennsylvania,  
Washington County, City of Monongahela;

(3 parcels: 430-023-00-00-0019-00, 430-023-00-00-0018-00, 430-023-00-00-0020-00) a/k/a 36 DAKOTA

STREET, MONONGAHELA, PA 15063

Improvements: None

Attorney: STERN & EISENBERG PC,  
215-572-8111

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff's Office, Washington PA  
Samuel L. Romano

**SHERIFF'S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2004-6622**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. On OCTOBER 4, 2019:

BANK ONE, NATIONAL  
 ASSOCIATION, AS TRUSTEE  
 vs  
 RHONDA KING

**WRIT OF EXECUTION - MORTGAGE  
 FORECLOSURE 2004-6622**

**JUDGEMENT: \$185,209.48**

The Commonwealth of Pennsylvania,  
 Washington County, Peters Township;  
 201 TEEPEE DRIVE, MCMURRAY,  
 PA 15317

Improvements: Residential Dwelling

Attorney: RAS CITRON LLC, 855-225-6906

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff's Office, Washington PA  
 Samuel L. Romano

**SHERIFF'S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2018-5349**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. On OCTOBER 4, 2019:

U.S. BANK NATIONAL ASSOCIA-  
 TION, Successor Trustee to Bank of  
 America NA. As Successor Trustee to  
 LaSalle Bank NA. as Trustee for the  
 Holders of the First Franklin Mortgage  
 Loan Trust, Mortgage Loan  
 Asset-Backed Certificates,  
 Series 2006-FF18

vs

JAMES HOLDEN a/k/a JAMES C.  
 HOLDEN AND THE UNITED STATES  
 OF AMERICA c/o the U.S. Attorney for  
 the Western District of Pennsylvania

**WRIT OF EXECUTION - MORTGAGE  
 FORECLOSURE 2018-5349**

**JUDGEMENT: \$68,310.69**

The Commonwealth of Pennsylvania,  
 Washington County, South Franklin  
 Township;

1090 S BRIDGE ROAD, PROSPERITY,  
 PA 15329

Improvements: Residential Dwelling

Attorney: MILSTEAD & ASSOCIATES  
 LLC, 856-482-1400

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff's Office, Washington PA  
 Samuel L. Romano

**SHERIFF'S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2018-6509**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. On OCTOBER 4, 2019:

REVERSE MORTGAGE  
 SOLUTIONS INC.

vs

RUSSELL KING, JR., In His Capacity as  
 Heir of RUSSELL A. KING; WENDY  
 SKORONSKI, In Her Capacity as  
 Heir of RUSSELL A. KING; AND  
 UNKNOWN HEIRS, ET AL

WRIT OF EXECUTION - MORTGAGE  
 FORECLOSURE 2018-6509

JUDGEMENT: \$81,617.81

The Commonwealth of Pennsylvania,  
 Washington County, South Franklin  
 Township;

580 ALAMAE LAKES ROAD, WASH-  
 INGTON, PA 15301

Improvements: Residential Dwelling

Attorney: RAS CITRON LLC, 855-225-  
 6906

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff's Office, Washington PA  
 Samuel L. Romano

**SHERIFF'S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2018-2424**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. On OCTOBER 4, 2019:

WELLS FARGO BANK, NA.

vs

MICHAELR, HILDERBRAND AND  
 RUTH E. HILDERBRAND

WRIT OF EXECUTION - MORTGAGE  
 FORECLOSURE 2018-2424

JUDGEMENT: \$127,094.99

The Commonwealth of Pennsylvania,  
 Washington County, South Strabane  
 Township;

1193 NORTH FRANKLIN STREET,  
 WASHINGTON, PA 15301

Improvements: Residential Dwelling

Attorney: PHELAN HALLINAN DIA-  
 MOND & JONES, LLP, 215-563-7000

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff's Office, Washington PA  
 Samuel L. Romano

**SHERIFF’S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2018-1339**

filed in COMMON PLEAS of Washing-  
ton County. There will be exposed at  
Sheriff Sale in the Courthouse Square  
Building, Room 104, 100 West Beau  
Street, Washington, PA 15301, Washing-  
ton County, at 10:00 AM. On OCTOBER  
4, 2019:

**ALLY BANK**  
**vs**  
**GARY D. HUFF**

**WRIT OF EXECUTION - MORTGAGE**  
**FORECLOSURE 2018-1339**

**JUDGEMENT: \$58,483.48**

The Commonwealth of Pennsylvania,  
Washington County, Union Township;  
61 CARDOX ROAD, FINLEYVILLE,  
PA 15332

Improvements: Residential Dwelling

Attorney: PHELAN HALLINAN DIA-  
MOND & JONES, LLP, 215-563-7000

A schedule of distribution will be filed by  
the Sheriff not more than thirty days after  
the sale, and distribution will be made in  
accordance with the scheduled unless  
exceptions are filed within ten days after  
the filing of the schedule.

Sheriff’s Office, Washington PA  
Samuel L. Romano

**SHERIFF’S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2018-1486**

filed in COMMON PLEAS of Washing-  
ton County. There will be exposed at  
Sheriff Sale in the Courthouse Square  
Building, Room 104, 100 West Beau  
Street, Washington, PA 15301, Washing-  
ton County, at 10:00 AM. On OCTO-  
BER 4, 2019:

**KEY BANK, NA., s/b/rn to**  
**First Niagara Bank, NA.**  
**vs**  
**DONNA ANTIS**

**WRIT OF EXECUTION - MORTGAGE**  
**FORECLOSURE 2018-1486**

**JUDGEMENT: \$79,988.68**

The Commonwealth of Pennsylvania,  
Washington County, Union Township;  
3519 ORCHARD AVENUE, FINLEY-  
VILLE, PA 15332

Improvements: Single Family Dwelling

Attorney: GRIM, BIEHN &  
THATCHER, 215-257-68

A schedule of distribution will be filed  
by the Sheriff not more than thirty days  
after the sale, and distribution will be  
made in accordance with the scheduled  
unless exceptions are filed within ten  
days after the filing of the schedule.

Sheriff’s Office, Washington PA  
Samuel L. Romano

**SHERIFF'S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2019-1576**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. On OCTOBER 4, 2019:

COMMUNITY BANK  
vs  
JAMES E. McCLELLAND AND  
KELLY A. MCCLELLAND

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE 2019-1576

JUDGEMENT: \$23,029.49

The Commonwealth of Pennsylvania,  
Washington County, 8th Ward City of  
Washington;

636 ADDISON STREET, WASHINGTON, PA 15301

Improvements: 2-story frame house and  
garage

Attorney: BASSI, VREELAND &  
ASSOCIATES, P.C., 724-228-7000

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff's Office, Washington PA  
Samuel L. Romano

**SHERIFF'S SALE**  
**WRIT OF EXECUTION -**  
**MORTGAGE FORECLOSURE**

**2019-2021**

filed in COMMON PLEAS of Washington County. There will be exposed at Sheriff Sale in the Courthouse Square Building, Room 104, 100 West Beau Street, Washington, PA 15301, Washington County, at 10:00 AM. On OCTOBER 4, 2019:

BANK OF AMERICA, NA.  
vs  
CHARLES TOMASELLI AND  
KATHLEEN TOMASELLI

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE 2019-2021

JUDGEMENT: \$28,270.38

The Commonwealth of Pennsylvania,  
Washington County, 6th Ward City of  
Washington;

276 LOCUST AVENUE, WASHINGTON, PA 15301

Improvements: Residential Dwelling  
Attorney: POWERS KIRN, LLC,  
215-942-2090

A schedule of distribution will be filed by the Sheriff not more than thirty days after the sale, and distribution will be made in accordance with the scheduled unless exceptions are filed within ten days after the filing of the schedule.

Sheriff's Office, Washington PA  
Samuel L. Romano

**Memorial Minute - George K. Hanna**

IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY  
PENNSYLVANIA  
CIVIL DIVISION  
No. 30 May Term 1951 A.D.

IN RE: MEMORIAL MINUTE OF GEORGE K. HANNA

RECORD OF MEMORIAL MINUTE IN THE ABOVE CAUSE, BEFORE THE HON-  
ORABLE KATHERINE B. EMERY, P.J.; GARY GILMAN, J.; VALARIE COS-  
TANZO, J.; AND MICHAEL J. LUCAS, J., ON AUGUST 28, 2019

Court Reporter:  
Resa Zygula

Lodged in the Office of the Prothonotary  
this 9<sup>th</sup> day of September, 2019

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PROCEEDINGS  
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MR. VREELAND: Ladies and gentlemen and members of the bench, this is the time and place for the memorial minute for George K. Hanna.

We have no family members with us today, I believe, but we do have members of the Bar. And I'm proud to announce the speaker, George Anthou, who will give the address for George Hanna.

George.

MR. ANTHOU: Thank you, Mr. Vreeland.



May it please the Court, the honorable judges of the Court of Common Pleas of Washington County, Pennsylvania, members of the Washington County Bar, and friends of the late George K. Hanna.

I wish to properly present these memorial minutes to my late colleague and extraordinary friend, George K. Hanna. At the outset, I would like to mention that these memorial minutes are in keeping with a wonderful and singular tradition of the Bar Association because it connects us to the life and legal career of a colleague who dedicated his life to the practice of law for 64 years, retiring at the age of 91.

Although we were a generation apart, our friendship became celebrated because we met for lunch in the late 1970s almost every Friday at Ernie's Restaurant on North Main Street here in Washington, Pennsylvania. And after it closed, we went hopping to different restaurants until he retired.

After serving in the United States Army during World War II in the Pacific Theater in the Philippines, George returned home and earned his undergraduate degree as well as his law degree at the University of Pittsburgh.

I remember asking him about his travel arrangements during those years and was surprised to learn that he caught the train from a small town named Joffre. Most of us who even live here in Washington County don't realize there's a town named Joffre.

But that is where George was born, a couple of miles east of the Borough of Burgettstown.

As a consequence of meeting so often, I knew George's background quite well and want to share with you about his long distinguished career as a lawyer and stimulating good friend.

He was always curious and thus informed about so many topics because he had a passion for reading various newspapers, periodicals, novels, law reports, sports news, and later accessing up-to-date events via the internet.

We discussed court opinions of this court and, rather often, the clear opinions of this court authored by the late President Judge Charles G. Sweet, who sat in this very courtroom when he was presiding.

We talked about the decisions that were handed down by the United States Supreme Court, the Pennsylvania Supreme Court, the politics and direction of our national government, and, in particular, the ever-combative local political parties, as both of us solved the mundane as well as the difficult problems thrust upon the citizens by exploding federal, state, and school district budgets, and to be sure how to resolve the constant problems which were cleverly referred to by the government as, quote, "short fall."

May I say at the outset, there's always concern that memorials describing the life and career of a colleague on an occasion like this appear like gilding the lily; however, in this instance, one cannot gild the lily because George was truly an exceptional lawyer, person, and a shining star among us.

George met his future wife, Jeanne Evans, when they were classmates at Burgettstown's Union High School. They were married in Burgettstown Presbyterian Church in June of 1948 where they were faithful and longtime members and where George served in many capacities.

From our conversations, I gathered that after church services he regularly but respectfully challenged the minister about certain professed documents raised in the sermon. Knowing George, I was of the opinion that he would purposely express his own interpretation of the sermon to the minister for the sake of taking an opposite view and had fun doing it.

It is noted that George and Jeanne's marriage resulted in a loving and caring partnership that lasted for 64 years.

I must add that the 2003, prior to Jeanne's passing in August of 2011, George established a substantial scholarship trust for talented and needy students in the Burgettstown area school district to honor her dedication as a science and chemistry teacher in the district for 36 years.

Incidentally, the trust yields, at a minimum, the sum of \$50,000 a year for scholarship since its inception.

On fall weekends for many years he would take Jeanne to a fancy restaurant in Pittsburgh after which they would attend Heinz Hall for the performing arts to enjoy classical music performances and the Pittsburgh Symphony Orchestra and often the Benedum Center to listen to the artistic productions of the Pittsburgh Opera.

Indeed, for me this is a sad occasion that brings us here today because George no longer graces the court, the City of Washington, his principal office, nor the Burgettstown area where most of his clients resided.

It is a source of comfort to realize that he nor his family were obligated to go through a long and lingering illness. He was ailing during the past few months prior to his passing but in full possession of his faculties. His demeanor, his joy of living and zest were unimpaired and belied his chronological time span.

It was thought that the law was not an end in itself by George Hanna but that it was a means to an ending. And that end was a more perfect society in which he earnestly believed in the concept of equal justice under the law whether the individual was rich, poor, beggar, or a thief.

George was a great believer in the First Amendment and especially the free speech clause. Whether it be verbal, written, or action to make a statement.

He researched issues and had case law to support his argument to the court and was meticulous in preparing for trial and ready to advance the interests of his clients in a logical, assertive, and persuasive manner and succeeded more than not.

Because of his expertise in municipal law, he was retained solicitor of Hanover Township, Washington County, for a record 39 consecutive years.

Let me now in conclusion bring us down from Mount Olympus to briefly talk about George as a person.

He was a devoted husband, father, and grandfather. Although the law was undoubtedly his constant preoccupation, it was not his first priority. That belonged to his family -- his wife, Jeanne; his son, Dr. John Hanna, of Falls Church, Virginia; his daughter, Mrs. Christine Hanna Seawell of San Diego, California; and, of course, his grandchildren.

George immensely enjoyed traveling. And as a matter of habit, Jeanne was his constant guide who was armed with maps, reservations of the finest hotels in the states and abroad.

He vacationed in Portugal, Italy, Greece, England, and Ireland. And, also, on one of their last trips overseas to the village of George's parents in northern Syria known as the Valley of the Christians.

I remember when we had lunch after he returned home that George was anxious to tell me about the joy of being welcomed and the outpouring of hospitality when visiting there, especially because he was able to converse and understand in Arabic, a language which he had learned in his youth from his parents.

In ending this memorial minute to my late learned colleague and friend and further to celebrate his life and influence among us, I thought it appropriate to close with the impression that George left me with, which I found in reading a biography of William Gladstone, one of England's most dominant Prime Ministers in the 19th century, which reminds me of the constant commitment to detail that was a hallmark during his long career.

In that context, I recite an exchange that occurred at a particular meeting of the Cabinet when Gladstone severely rebuked one of his Cabinet Ministers.

Not wanting to openly question the Prime Minister's reprimand, the Cabinet Minister chose to vent his irritation, and he instead composed a short note and passed it along to another Minister which contained the following:

"Here lies Mr. Gladstone who has left us repining,  
while he is no doubt still engaged in refining  
and explaining distinctions to Peter and Paul,  
who faintly protest those distinctions so small  
were never submitted to Saints to perplex them  
until the Prime Minister came up to vex them."  
Thank you, Your Honors.

MR. VREELAND: Thank you, Mr. Anthou.

I would like now to recognize Art Wilson.

MR. WILSON: Thank you, Tom and George.

May it please the Court and ladies and gentlemen and members of the Bar.

Let me explain to you how I knew George Hanna. In approximately 1968, while I was doing my preceptorship, I had regular contact with that office that was located on the fourth floor of the Trust Building. And let me tell you a little bit of what a dynamo outfit that was.

There was George Hanna, his brother Mike, John Solomon, and they had a solid staff behind them. And at that time the cutting edge of the law, as far as plaintiffs were concerned, were product liability cases. If you took a product liability case, you were considered to be really the avant-garde of the plaintiffs' bar.

George and his colleagues had a number of those. George was a very successful plaintiffs' lawyer. And I came to interact with George because back then the custom was prior to presenting a motion you physically handed it to the opposing attorney. So you would very often sit and talk to one of the older attorneys, and I had that opportunity with George.

In addition to that, I knew George where we had cases where we were on the same side, cases where we were opponents. George represented me in a couple of matters. George represented members of my family. And, of course, I practiced before him when he was on the Court of Common Pleas. So I think I knew George pretty well.

Certainly, the term "the greatest generation" is thrown around pretty loosely. But how could anybody argue with the fact that George had to be the epitome of the greatest generation.

A son of immigrants. He lived through the depression. He fought in the Battle of Okinawa in World War II. Came back from that. Acquired an education. Married. And was devoted to his family and community and comported himself honorably in all of his dealings with people regardless of the station in their life.

So George certainly qualified as a member of the greatest generation and should be remembered as such.

Now, George was a pretty good story teller, too. And I thought George Anthou was going to steal my thunder, but George -- two of his favorite stories used to be when he visited the ancestral village in Syria, that had been described in glowing terms to him by his family, he found it was a little different than what he had been told. So he used to like to tell you all the details of that.

And then one of George's favorite stories, there was a plaintiff, not represented by George, who -- I said plaintiff -- who hit the 51st car of a 52-car train at a crossing and sued the train -- sued the railroad.

And George liked to tell that story from the moment the case was tried all the way up into the appellate court. And George said somebody brought in very skilled appellate counsel to try to save the matter.

And they were in front of the Superior Court, and this gentleman got up and he said, the first thing I want to explain to all of you -- looking at the Court -- is how a plaintiff can prevail when he hits the 51st car of a 52-car train. At which point George said they all slid forward and said, please tell us.

And he loved to tell that story.

George was a world traveler, as George Anthou indicated. He could talk to you about the architecture in Prague in the Czech Republic. He could talk to you about Paris, France, or, in the same sitting, he could talk to you about Paris, Pennsylvania.

George was a man for all seasons, for all people. No snobbery. He epitomized probably what Rudyard Kipling referred to in the poem "If" when he said, if you can walk with kings and keep the common touch, then you are a man. And that certainly was George.

In all of my dealings with George and anybody I ever knew that dealt with George, the term that came through was, what a gentleman. And I guess there could be no higher honor.

Thank you.

MR. VREELAND: Thank you, Mr. Wilson.

We would now like to recognize Stephen Richman.

MR. RICHMAN: Your Honors. Ladies and gentlemen.

George and I both practiced here in Washington County for many years. But as I think back, it's my amazing recollection that we never had a case together or in opposition to each other. But we knew each other. We knew each other as friends.

When I came back to Washington out of law school, he was part of the group that were centered around Charlie Sweet. They met, and they called themselves the Monday Club. And George was a very vocal participant in that group. They were political. They were social. They were intellectual.

Intellectual is a word so apt and fitting for a description of George. Because if you visited his home out in Burgettstown, it was like a street in Greenwich Village. They were so culturally attuned. So with it. So much a part of the current cultural scene.

I remember being awed as he showed me his collection of LP records, operas, symphonies, jazz. He was on top of it all. And so was Jeanne. And they were so proud of their children who were both brilliant. And one was a superb musician, as I recall.

It's been a long time since I have seen George, but I was appalled when I read about his passing because he was such a gentleman, such a decent and nice guy.

Good bye, George. Thank you for everything.

MR. VREELAND: Thank you, Mr. Richman.

Are there any other members of the Bar that would like to address the assembly this afternoon and say a few words about George K. Hanna?

Not seeing any, again, I would be remiss if I didn't make a few comments.

I ate lunch with George Hanna and George Anthou, Frank Carroll, sometimes Jim McCune, and anybody else that would come up at Ernie's Freestyle for years and years and years.

George Anthou used to come in, I think, one day a week, but we would sit there most three, four, five days a week and have lunch together and sit at the bar.

Art Wilson reminded me the other day what George's staple for lunch was. And that was always a cup of soup. He never had anything more; never had anything less. A cup of soup. We ate everything under the sun, but George always had a cup of soup.

George was an outstanding lawyer, as you've heard. And we would all sit at the bar and trade horror stories for lunch on a regular basis. And then we would turn to George and say, "Well, George, what would you do?"

And George would then tell us what the law was and what the appropriate approach was and what he expected the outcome should be. And we all would leave lunch, run back to the office, and do exactly as he said.

George was a good friend. Not just a lunch buddy, but a good friend. I would see George and Jeanne at the Pittsburgh Symphony Orchestra and Symphony Hall in Pittsburgh on a regular basis on a Friday evening. He would drive in with Jeanne.

Even when he was in his 80s, he would still drive in at night. He was having trouble seeing and so forth, but he made the trip because the symphony was one of his loves.

Stephen Richman rightly referenced the fact that George had a fabulous music library. George was an audiophile extraordinaire. George and I both liked classical music and opera, and George would say, well, I'm going out and buying a new set of speakers. And I'm going to buy a new amplifier and a new turntable.

And four years later George would say, well, I'm going out and buying new speakers and a new amplifier and a new turntable.

And I would say, George, you just bought one, you know, three, four years ago. He would say, nah, that's old technology. He said, you got to get the new technology.

And George would buy speakers that cost \$7,000 apiece. He would buy amplifiers that cost \$5,000 apiece. And he was very into it. And he would say, well, come on over the house and I'll show you my system. So I did.

I went over one evening. George ushered me down into the basement, which was an

audio room, and put on some music and said, what would you like to hear? I said, well, how about Also Sprach Zarathustra by Strauss, because that's a real noisy piece. Loud piece. And he said, I've got that right here.

And we sat in chairs that were perfectly placed in front of the speakers. And you've all seen the commercial on TV where the individual is sitting in a chair -- or in the printed media -- they're sitting in a chair and their hair is going back. You know, and they're holding on to the edge of the chair. That was George and I.

George liked his music at one level -- loud. And you could feel it in your bones.

George was a youngster at heart even as an elderly man. Many of you may recall he had an electric blue Mazda sports car. And it had a Wankel engine in it, which is a rotary engine. And it was small, fast, and quick.

And George said, you know, the best part of my day is going to work and coming home. He said, that car on Route 18 between the city and Burgettstown and back, he said, I just love to drive to work and back home again.

George was a true renaissance man and a friend and a colleague.

As George got up in years, I know he was in his mid to late 80s, he was involved in litigation still, representing plaintiffs and defendants in open court, trying cases.

And at one point George came to me, and he said, you know, that associate in your firm, he said, is causing me problems.

I said, what's the problem?

He said, he won't stop filing appeals. He won't stop filing motions for reconsideration. He said, I want to retire.

George never lost in that case a motion for reconsideration. He never lost an appeal. But it went on for, like, five or six years. And it was the only case George had. And he couldn't let it go because his client was a personal friend of long standing.

And he would say to me over and over again -- we would be at the symphony, he'd say, can't you tell that guy to stop filing documents. I want to retire.

Well, finally, I think the Superior Court said, no more, and the case was over, and George finally retired.

So I would like to leave today with a memory of George Hanna -- a fond memory -- somebody whose knee I sat at and he taught me many things about practicing law. And also about life, music, and ethics.

Thank you.

Any members of the bench have any comments?

PRESIDENT JUDGE EMERY: Yes. I, too, want to reiterate what a gentleman Mr. Hanna was. I met him when I was solicitor of Washington County. We had a case together, and he was always so helpful and was always very polite. And even though he could have taken advantage of my youthfulness, I guess, back then, he didn't.

When I became judge, he had several cases with me, and he knew the facts and the law. He knew his case inside and out. He was always willing to compromise -- in most cases, he was willing to compromise and try to resolve cases. But he was also willing to go to court and have a hearing or have a trial knowing that that was also acceptable and didn't take any offense in trying to litigate those cases.

He was a great historian of Washington County politics. And I would ask him a couple of things that I was curious about, and he always knew what had happened then and told interesting stories about the politics of the past.

And he loved to travel. And I loved hearing him tell those stories of his travel escapades all over the world. So I admired him both professionally and personally.

With that, I think we will adjourn, and we will do so in the memory of George Hanna. And we will transcribe these proceedings and retire his attorney ID number.

Thank you very much.

(Whereupon, the memorial minute was concluded.)



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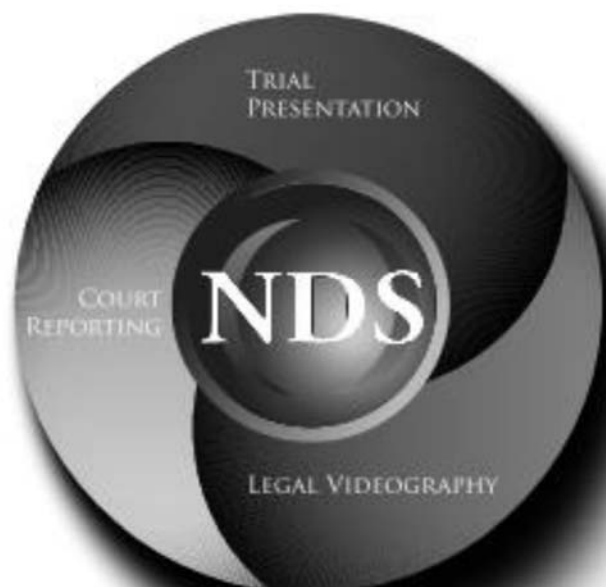
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