

Adams County **Legal Journal**

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HITACHI CAPITAL VS. PLUMMER BROS.

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SHERIFF SALES

IN PURSUANCE of a writ of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on FRIDAY, the 18th day of November 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Adams County Courthouse, 111 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

Writ of Execution No.:

2011-SU-0000354

Property Address: 405 Main Street,

York Springs, PA 17372

Municipality: York Springs

Parcel No.: 42-2-6

Improvements: Erected a Dwelling House

Defendants: Nora C. Bream

Attorneys for Plaintiff: Leon P. Haller, Esq., 717-234-4178

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 Muller

Sheriff of Adams County

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

10/21, 28 & 11/4

NOTICE BY THE ADAMS COUNTY CLERK OF COURTS

NOTICE IS HEREBY GIVEN to all heirs, legatees and other persons concerned that the following accounts with statements of proposed distribution filed therewith have been filed in the Office of the Adams County Clerk of Courts and will be presented to the Court of Common Pleas of Adams County—Orphan's Court, Gettysburg, Pennsylvania, for confirmation of accounts entering decrees of distribution on Friday, November 4, 2011 at 8:30 a.m.

THOMAS—Orphan's Court Action Number OC-105-2011. The First and Final Account of George W. Griffin and Faith L. Redmond, Co-Executors, of the estate of Margaret M. Thomas, deceased, late of Franklin Township, Adams County, Pennsylvania.

HAWN—Orphan's Court Action Number OC-107-2011. The First and Final Account of Philip A. Hawn, Executor of the Estate of Grace E. Hawn, deceased, late of Conewago Township, Adams County, Pennsylvania.

SANDRUCK—Orphan's Court Action Number OC-108-2011. The First and Final Account of Norene E. Nolf, Executrix of Robert E. Sandruck, deceased, late of Oxford Township, Adams County, Pennsylvania.

Kelly A. Lawver
Clerk of Courts

10/21 & 28

FICTITIOUS NAME NOTICE

NOTICE IS HEREBY GIVEN that an Application for Registration of Fictitious Name was filed in the Commonwealth of Pennsylvania on July 22, 2011 for GREEN QUALITY SOLUTIONS located at 16 Center Trail, Fairfield, PA 17320. The name and address of each individual interested in the business is Ryan Wayne Green, 16 Center Trail, Fairfield, PA 17320. This was filed in accordance with 54 Pa.C.S. 311.

10/28

HITACHI CAPITAL VS. PLUMMER BROS.

1. Service by mail of legal papers other than original process establishes a rebuttable presumption that the legal papers were received.
2. Under Pennsylvania law, conclusions of law are not within the permissible scope of admissions. Rather, requests must call for matters of fact rather than legal opinions and conclusions.
3. Plaintiff's requests seek admissions of fact based on the Contract and Itemization of Debt. By failing to timely respond, Defendant ran the risk of the facts contained in those requests being admitted.
4. In Pennsylvania, pre-judgment interest is awardable as a matter of right in contract cases.
5. In breach of contract cases, interest is permitted at the contract rate from the date payment is wrongfully withheld, where the damages are liquidated and certain, and the interest is readily ascertainable through computation.

In the Court of Common Pleas of Adams County, Civil, No. 09-S-1542, HITACHI CAPITAL AMERICA CORP., ASSIGNEE OF J.W. BURRESS, INC. VS. PLUMMER BROS. CONSTRUCTION CO.

Jennifer L. Tis, Esq., for Plaintiff

Betty Ora Grace Mesler, Esq., for Defendant

Campbell, J., June 3, 2011

OPINION

Before this Court is Plaintiff's, Hitachi Capital America Corporation, Motion for Summary Judgment filed February 4, 2011. Plaintiff's Motion for Summary Judgment seeks judgment in the amount of \$107,605.79, plus continuing interest at a rate of 18 percent per annum.

BACKGROUND

On September 28, 2009, Plaintiff filed its Complaint alleging that on or about July 17, 2006, Defendant entered into a written Security Agreement – Conditional Sale Contract ("Contract") with J.W. Burress, Inc. Under the Contract, Defendant agreed to purchase one Hitachi Model Hydraulic Excavator ("Collateral") from J.W. Burress for a price of \$235,620.00 to be paid by 60 consecutive payments of \$3,927.00 with the first payment due on September 1, 2006. At the time the Contract was executed, J.W. Burress assigned its rights, title and interest in the Contract to Plaintiff, which was evidenced by a "Without Recourse Assignment." Plaintiff further alleges that Defendant received and accepted the Collateral, as evidenced by a

Delivery and Acceptance Certificate. According to Plaintiff, Defendant defaulted under the terms of the Contract by failing to make the required monthly payments since April 1, 2008. Defendant then voluntarily surrendered the Collateral, and Plaintiff provided Defendant with a Notice of Public Sale indicating that a sale of the Collateral would occur. The Collateral was sold for \$81,000.00. According to Plaintiff, however, the proceeds from the sale of the Collateral were inadequate and a deficiency still remains.

Defendant filed its Answer with New Matter on October 30, 2009, wherein Defendant alleged that it was not obligated to pay Plaintiff for any deficiency related to the Collateral because the Collateral was “almost new,” and Defendant’s voluntary surrender of the Collateral served as full and final payment under the Contract. Defendant further alleged that Plaintiff failed to maintain the equipment after Defendant surrendered the Collateral and that Plaintiff failed to sell the Collateral in a commercially reasonable manner. Defendant also alleged that Plaintiff failed to act remedially as to Defendant’s rights in the Collateral. On December 16, 2009, Plaintiff filed its Reply to New Matter.

On or about September 20, 2010, Plaintiff served Defendant with Plaintiff’s First Set of Requests for Admissions, Interrogatories and Requests for Production of Documents. A Certificate of Service attached thereto indicated that Plaintiff mailed its First Set of Requests for Admissions, Interrogatories and Requests for Production of Documents to Defendant’s counsel at the following address: 481 Springdale Road, Eighty Four, PA 15330. On October 25, 2010, Plaintiff’s counsel sent a letter to Defendant’s counsel indicating that Defendant’s counsel was served with discovery requests on or about September 22, 2010, that Plaintiff’s counsel had not received a response to the discovery requests, and that if no response was received from Defendant’s counsel within ten (10) days of the letter, Plaintiff’s counsel would proceed by filing a motion to compel or move for judgment on the pleadings. This letter was mailed to Defendant’s counsel at the same address as above. Plaintiff received no response from Defendant.

Plaintiff filed its Motion for Summary Judgment and Brief in Support on February 4, 2011, alleging that it is entitled to Summary Judgment because of Defendant’s failure to respond to Plaintiff’s

discovery requests, specifically Plaintiff's Request for Admissions. According to Plaintiff, its Request for Admissions are deemed admitted pursuant to Pennsylvania Rule of Civil Procedure 4014(b) because Defendant failed to timely respond to Plaintiff's Request for Admissions.

In response to Plaintiff's Motion for Summary Judgment, Defendant filed its Response in Opposition to Plaintiff's Motion for Summary Judgment on March 21, 2011. In its Response, Defendant alleges that entry of summary judgment is improper because it did not receive Plaintiff's First Set of Requests for Admissions, Interrogatories and Requests for Production of Documents¹ prior to receiving Plaintiff's Motion for Summary Judgment and because Plaintiff never filed a Motion to Compel with regard to Plaintiff's discovery requests. Defendant also argues that entry of summary judgment is improper because Plaintiff's Request for Admissions required several legal conclusions, and conclusions of law are not deemed admitted under Pennsylvania law. Finally, Defendant asserts that Plaintiff is not entitled to pre-judgment interest at a rate of 18 percent per annum. On March 21, 2011, the same day it filed its Response to Plaintiff's Motion for Summary Judgment, Defendant also filed its Response to Plaintiff's Requests for Admissions, Interrogatories and Requests for Production of Documents. Also on March 21, 2011, Defendant filed its Affidavit in Opposition to Plaintiff's Motion for Summary Judgment signed by Joseph Plummer, President of Plummer Bros. Construction Company. On April 21, 2011, Defendant filed its Brief in Opposition to Plaintiff's Motion for Summary Judgment. Interestingly, Defendant's Response in Opposition to Plaintiff's Motion for Summary Judgment; Defendant's Response to Plaintiff's First Set of Requests for Admissions, Interrogatories and Requests for Production of Documents; Defendant's Affidavit in Opposition to Plaintiff's Motion for Summary Judgment; and Defendant's Brief in Opposition to Plaintiff's Motion for Summary Judgment all list defense counsel's address as 481 Springdale Road, Eighty Four, PA 15330, which is the same address where Plaintiff's initial discovery requests were sent.

¹ Defendant merely alleges that it did not receive Plaintiff's First Set of Requests for Admissions, Interrogatories and Request for Production of Documents without any further explanation.

DISCUSSION

Under the Pennsylvania Rules of Civil Procedure, a court may enter summary judgment when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. **Pa. R. Civ. P. 1035.2**; *Strine v. Commonwealth*, 894 A.2d 733, 737 (Pa. 2006). Summary judgment is only appropriate where the pleadings, depositions, answers to interrogatories, omissions and affidavits, and other materials demonstrate that there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *Roche v. Ugly Duckling Car Sales, Inc.*, 879 A.2d 785, 789 (Pa. Super. 2005) (quotations and citations omitted). The burden of demonstrating the lack of any genuine issue of material fact falls upon the moving party, and, in ruling on the motion, the court must consider the record in the light most favorable to the non-moving party. *Id.* However, where a motion for summary judgment has been supported with depositions, answers to interrogatories, or affidavits, the non-moving party may not rest on the mere allegations or denials in its pleadings. *Accu-Weather, Inc. v. Prospect Commc'ns Inc.*, 644 A.2d 1251, 1254 (Pa. Super. 1994). Rather, the non-moving party must by affidavit or in some other way provided for within the Rules of Civil Procedure, set forth specific facts showing that a genuine issue of material fact exists. *Id.* Summary judgment is only appropriate in those cases which are free and clear from doubt. *McCannaughey v. Bldg. Components, Inc.*, 637 A.2d 1331, 1333 (Pa. 1994).

Plaintiff alleges that it is entitled to summary judgment due to Defendant's failure to respond to its discovery requests, specifically Plaintiff's Request for Admissions. Pennsylvania Rule of Civil Procedure 4014 authorizes a party to serve written requests for admissions upon another party. **Pa. R. Civ. P. 4014(a)**. A matter is deemed admitted if a party that has been served with requests for admissions fails to answer within thirty (30) days after service of the request. **Pa. R. Civ. P. 4014(b)**. Rule 4014 further provides that "[a]ny matter under this rule is conclusively established unless the court on motion permits withdrawal or amendment of the admission." **Pa. R. Civ. P. 4014(d)**.

Instantly, Defendant argues that summary judgment is improper because neither Defendant, nor Defendant's counsel received

Plaintiff's Request for Admissions. However, under Pennsylvania's Rules of Civil Procedure, "service by mail of legal papers other than original process is complete upon mailing." **Pa. R. Civ. P. 440(b)**. Service by mail of legal papers other than original process establishes a rebuttable presumption that the legal papers were received. *Wheeler v. Red Rose Transit Auth.*, 890 A.2d 1228, 1231 (Pa. Cmwlth. 2006). The Certificate of Service attached to Plaintiff's Request for Admissions is signed by Plaintiff's counsel and certifies that on September 20, 2010, a true and correct copy of Plaintiff's Request for Admissions was sent to Defendant's counsel at 481 Springdale Road, Eighty Four, PA 15330. Defendant does not contend that Plaintiff's Request for Admissions was sent to the wrong address, nor does Defendant contend that the mailing was returned to the post office. In fact, the same address, 481 Springdale Road, Eighty Four, PA 15330, appears as defense counsel's address throughout the pleadings in this case. Defendant merely contends that it did not receive Plaintiff's Request for Admissions, which in and of itself, is insufficient to rebut the presumption that Defendant received Plaintiff's Request for Admissions. Finally, Defendant has not moved to withdraw or amend the admissions as contemplated by Section (d) of Rule 4014. Therefore, a rebuttable presumption exists that Defendant received Plaintiff's requests for Admissions, and Defendant has not successfully rebutted that presumption.

However, this Court's inquiry does not end there. Defendant further argues that Plaintiff's Request for Admissions should not be deemed admitted under Rule 4014 because several of Plaintiff's Requests for Admissions require legal conclusions. Under Pennsylvania law, conclusions of law are not within the permissible scope of admissions. *Christian v. Pa. Fin. Responsibility Assigned Claims Plan*, 686 A.2d 1, 5 (Pa. Super. 1996). Rather, requests must call for matters of fact rather than legal opinions and conclusions. *Id.*

According to Defendant, the following requests for admissions constitute conclusions of law, and, therefore, are not deemed admitted by Defendant:

With respect to the Security Agreement, attached hereto and named as Exhibit "1," do you admit:

- 1.J That you owe Plaintiff a deficiency balance of \$78,448.20?

- 1.K That the terms of the Security agreement state that payments not made within 10 days after the due date shall bear a late charge of interest no higher than the rate permitted by applicable law?
- 1.L That the terms of the Security Agreement allow Plaintiff to recover reasonable attorneys' fees?

* * *

With respect to Plaintiff's Itemization of Debt, attached hereto and named as Exhibit "3," do you admit:

- 3.F That the interest that accrued during that time at a rate of 18 percent per annum amounts to \$15,885.58?
- 3.K That the legal fees Plaintiff has incurred thus far amount to \$1,375.00?
- 3.L That the costs for repossession and remarketing amount to \$7,068.23?

(Pl.'s Mot. for Summ. J., Ex. 4).

Instantly, the above-mentioned requests for admissions call for matters of fact rather than legal conclusions or opinions. Plaintiff's requests do not seek legal conclusions or require legal interpretations based on the Contract or Itemization of Debt. Rather, Plaintiff's requests seek admissions of fact based on the Contract and Itemization of Debt. By failing to timely respond, Defendant ran the risk of the facts contained in those requests being admitted. *See Richard T. Byrnes Co. v. Buss Automation, Inc.*, 609 A.2d 1360, 1367 (Pa. Super. 1992).

By virtue of Defendant's failure to respond, Defendant has admitted that:

- The Security Agreement is a true and correct copy.
- That Defendant purchased and received the Collateral.
- That Defendant agreed to pay the price of the Collateral in 60 monthly installments of \$3,927.00.
- That Defendant has not made payment since April 1, 2008.
- That Defendant owed a deficiency balance of \$78,448.20.

- That 223 days passed between the date of Defendant's last payment to Plaintiff and the sale of the Collateral.
- That the interest that accrued during that time at a rate of 18 percent per annum amounts to \$15,885.58.
- That 662 days passed since the date of the sale of the Collateral.
- That Defendant owes Plaintiff interest at a rate of 18 percent per annum which amounts to \$20,714.36 since the date of the sale of the Collateral.
- That Defendant owes legal fees in the amount of \$1,375.00.
- That Defendant owes Plaintiff \$7,068.23 for repossession and remarketing costs for the Collateral.

Therefore, Plaintiff's Request for Admissions are deemed admitted due to Defendant's failure to timely answer.

Finally, Defendant argues that Plaintiff is not entitled to pre-judgment interest at a rate of 18 percent per annum because Plaintiff has not properly pleaded damages. To support a claim of breach of contract, a Plaintiff must allege: 1) the existence of a contract, including its essential terms; 2) a breach of a duty imposed by the contract; and 3) resultant damages. *Pittsburgh Constr. Co. v. Griffith*, 834 A.2d 572, 580 (Pa. Super. 2003). In Pennsylvania, pre-judgment interest is awardable as a matter of right in contract cases. *Daset Mining Corp. v. Indus. Fuels Corp.*, 473 A.2d 584, 595 (Pa. Super. 1984). In contract cases, interest is calculated from the time that the debt became due and payable. *Robert Wooler Co. v. Fidelity Bank*, 479 A.2d 1027, 1035 n.5 (Pa. Super. 1984) (citations omitted). In breach of contract cases, interest is permitted at the contract rate from the date payment is wrongfully withheld, where the damages are liquidated and certain, and the interest is readily ascertainable through computation. *Daset*, 473 A.2d at 595.

Instantly, Plaintiff has sufficiently pleaded damages by virtue of Defendant's failure to respond to Plaintiff's Request for Admissions. Specifically, Plaintiff's Request for Admissions included the following requests:

With respect to Plaintiff's Itemization of Debt, attached hereto and named as Exhibit "3," do you admit:

3.I That 662 days have passed since the date of the sale?

3.J That the interest accrued since the date of sale at a rate of 18 percent per annum totals \$20,714.36?

By failing to timely respond to this Request for Admission, Defendant admitted that 662 days have passed since the date of the sale and that the interest accrued since the date of the sale at a rate of 18 percent per annum totals \$20,714.36. Therefore, Plaintiff is entitled to pre-judgment interest at a rate of 18 percent per annum since the date of the sale and continuing until the date of judgment.

Accordingly, for the reasons set forth herein, Plaintiff's Motion for Summary Judgment is granted, and the attached Order is entered.

ORDER

AND NOW, this 3rd day of June 2011, Plaintiff's Motion for Summary Judgment is granted. Judgment is entered in favor of Plaintiff and against Defendant in the amount of \$107,605.79 plus interest at a rate of 18 percent per annum from August 3, 2010 through June 3, 2011.

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 HAZEL M. FROCK, DEC'D**

Late of Straban Township, Adams County, Pennsylvania

Executrices: Lona Stoops, 3480 Emmitsburg Road, Gettysburg, PA 17325; Linda Hobbs, 11614 Taneytown Pike, Emmitsburg, MD 21727

Attorney: Robert L. McQuaide, Esq., 18 Carlisle Street, Suite 204, Gettysburg, PA 17325

ESTATE OF CHARLES W. KING, DEC'D

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

Executor: Robert E. King, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

Attorney: Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

ESTATE OF KIMBERELY A. SHIPLEY, DEC'D

Late of Reading Township, Adams County, Pennsylvania

Administrator: Dennis A. Wyatt, 2313 Stoney Point Road, East Berlin, PA 17316

Attorney: Jan M. Wiley, Esq., The Wiley Group, P.C., 3 N. Baltimore Street, Dillsburg, PA 17019

SECOND PUBLICATION**ESTATE OF TOBIAS A. BOWERS, DEC'D**

Late of Germany Township, Adams County, Pennsylvania

Scott A. Bowers, 5309 Henden Wood Lane, Frederick, MD 21703

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

ESTATE OF DENNIS E. BRANDT, DEC'D

Late of Menallen Township, Adams County, Pennsylvania

Executor: James Eckart, 30 Coyote Trail, Whitehall, MT 59759

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

ESTATE OF JOYCE A. FUNT, DEC'D

Late of the Borough of Arendtsville, Adams County, Pennsylvania

Executor: Kimberly A. Funt, P.O. Box 324, Arendtsville, PA 17303

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

ESTATE OF DAWN D. JOHNS, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Executrix: Karen Lee Redding, 1001 Herrs Ridge Road, Gettysburg, PA 17325

Attorney: Robert L. McQuaide, Esq., 18 Carlisle Street, Suite 204, Gettysburg, PA 17325

ESTATE OF SILAS H. KNELLER, SR., DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executors: Darlene Wherley, Silas H. Kneller, Jr., Paul Kneller, Wanda Crawford, c/o James T. Yingst, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York St., Hanover, PA 17331

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

ESTATE OF HAZEL V. KOPP a/k/a HAZEL KOPP, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executors: Norman L. and Helen A. Wentz, P.O. Box 33, 23 York Street, Codorus, PA 17311

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

ESTATE OF RICHARD REILLY, a/k/a RICHARD "KNUTE" REILLY, DEC'D

Late of Mt. Joy Township, Adams County, Pennsylvania

Executrix: Andrea Lee Reilly, 80 Heritage Dr., Gettysburg, PA 17325

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

ESTATE OF ERNEST L. SHELLEMAN, DEC'D

Late of Reading Township, Adams County, Pennsylvania

Executrices: Patricia A. Galanopoulos a/k/a Patricia A. Shelleman, 426 Marion Road, York, PA 17406; Melissa A. Haynes, a/k/a Melissa A. Shelleman, 2101 Edgewater Circle SE, Winter Haven, FL 33880

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

ESTATE OF RUTH E. SULLIVAN, a/k/a RUTH ELLEN SULLIVAN, DEC'D

Late of the Borough of New Oxford, Adams County, Pennsylvania

Patrick D. Sullivan, 19 Center Square, New Oxford, PA 17350

Attorney: Henry O. Heiser, III, Esq., 104 Baltimore Street, Gettysburg, PA 17325

ESTATE OF PATTY J. TIMMONS, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Administrator: Charles H. Lightner, 572 Idaville-York Springs Road, Gardners, PA 17324

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

ESTATE OF MILLARD H. WOLFGANG, JR., DEC'D

All persons having claims or demands against the estate of Millard H. Wolfgang, Jr., deceased, late of Oxford Township, Adams County, Pennsylvania, are requested to present the same without delay to Jennifer A. Leib, M&T Bank, 13 Baltimore Street, Hanover, Pennsylvania, 17331. In addition, all persons having claims or demands against the Millard H. Wolfgang, Jr. and the Millard H. Wolfgang, Jr. Trust dated May 29, 1998, are requested to present the same without delay to Jennifer A. Leib, M&T Bank, 13 Baltimore Street, Hanover, Pennsylvania, 17331, Trustee.

Attorney: Jon C. Countess, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

THIRD PUBLICATION**ESTATE OF CHESTER ELWOOD CHRONISTER a/k/a CHESTER E. CHRONISTER, DEC'D**

Late of Huntington Township, Adams County, Pennsylvania

Executor: Lorraine E. Chronister, 170 White Oak Tree Road, York Springs, PA 17372

Attorney: Donald W. Dorr, Esq., 846 Broadway, Hanover, PA 17331

ESTATE OF LLOYD T. REAVER, JR., DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Co-Executrices: Jane C. Reaver, 642 McGlaughlin Road, Fairfield, PA 17320; Amy L. Miller, P.O. Box 4672, Gettysburg, PA 17325

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

(continued on page 4)

THIRD PUBLICATION (CONTINUED)

ESTATE OF BEVERLY A. SCOTT, DEC'D

Late of Cumberland Township, Adams
County, Pennsylvania

Administrator: Robert A. Scott, 640
Stone Jug Rd., Biglerville, PA 17307

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

ESTATE OF WILLARD M. WEAVER,
DEC'D

Late of Huntington Township, Adams
County, Pennsylvania

Executrix: Joyce E. Miller, 155 S.
Howard Avenue, Gettysburg, PA
17325

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