



**Chester
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Bar
Association**

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Chester County Law Reporter

(USPS 102-900)

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Mongar et al. v. Windsor-Mount Joy Mut. Ins. Co. et al.

Declaratory judgment – Insurance coverage – Summary judgment – Choice of law – Counsel fees – Breach of contract – Anti-concurrent clause

1. Choice of law analysis first entails a determination of whether the laws of the competing states actually differ.
2. Where the remedies available to plaintiffs suing in Pennsylvania differ from those available in another state, an actual conflict of law exists.
3. Where an actual conflict exists, choice of law analysis proceeds and an analysis of the policies and interests underlying the particular issue before the court and a determination of which jurisdiction is most intimately concerned with the outcome of the litigation must be undertaken.
4. The governmental interests of both jurisdictions must be considered and weighed to determine which state has the greater interest in the application of its law. If the governmental policy of one jurisdiction will not be adversely affected by the implementation of the other's law, then there is no true conflict. If there is a true conflict, then an examination of both jurisdictions' contacts with the litigation, and, more specifically, with the underlying insurance policy, is required.
5. Pennsylvania follows the American Rule with respect to awarding attorney's fees. A litigant cannot recover counsel fees from an adverse party unless there is express statutory authorization, a clear agreement of the parties, or some other established exception.
6. Pennsylvania has long adhered to a policy that awards for breach of contract are limited to the actual damages caused by the breach, the measure being the same whether the defendant fails to comply with his contract through inability, or willfully refuses to perform it.
7. The purpose of the American rule requiring each party to bear its own costs in litigation is to avoid stifling legitimate litigation by the threat of the specter of burdensome expenses being imposed on an unsuccessful party.
8. Statutes that allow a prevailing party to collect attorney's fees are generally enacted where the legislature wishes to encourage potential plaintiffs to seek vindication of important rights and to deter defendants from conduct violating those rights.
9. There should be consideration of the following contacts to determine choice of law: (a) the place of contracting; (b) the place of negotiation of the contract; (c) the place of performance; (d) the location of the subject matter of the contract; and (e) the domicile, residence, nationality, place of incorporation and place of business of the parties. These contacts are to be evaluated according to their relative importance with respect to the particular issue.
10. To determine choice of law with regard to casualty insurance contracts, consideration of the validity of a contract of fire, surety or casualty insurance and the rights created thereby as determined by the local law of the state which the

parties understood was to be the principal location of the insured risk during the term of the policy.

11. The location of the insured risk will be given greater weight than any other single contact in determining the state of the applicable law provided that the risk can be located, at least principally, in a single state.
12. The mention of a state's law in the policy endorsement is significant evidence of the parties' intention to have such state law apply.
13. Anti-concurrent clauses exclude coverage for a covered loss if the loss was caused in any way by an enumerated exception.
14. Pennsylvania disfavors anti-concurrent clauses. In the absence of such a clause, Pennsylvania law provides that where the insured risk was the last step in the chain of causation set in motion by an uninsured peril, or where the insured risk set into operation a chain of causation in which the last step may have been an excepted risk, the insured recovers.
15. Absent an anti-concurrent clause, a chain of causation that includes covered and exempted events will result in a covered loss.
16. Plaintiff filed a declaratory judgment action regarding insurance coverage for a property loss. Cross-motions for partial summary judgment were filed by plaintiffs and defendant, Windsor-Mount Joy Mutual Insurance Company. The Court *Held*, that the motion of plaintiffs for partial summary judgment against defendant Windsor-Mount Joy Mutual Insurance Company was granted. The Court further held that plaintiffs were entitled to coverage for the loss discovered on or about December 17, 2008 and that plaintiffs were entitled to counsel fees and costs pursuant to 18 Del.C. §4102. The Court also held that the motion of defendant, Windsor-Mount Joy Mutual Insurance Company, for partial summary was denied.

P.McK.

C.C.P. Chester County, Civil Action – Law, No. 2009-05184-CA; Andrew Mongar and Susan Mongar v. Windsor-Mount Joy Mutual Insurance Company, American Insuring Group, Ltd., and David R. Ross.

Benjamin R. Messing for Plaintiffs

Eric J. Appelbaum and Randy S. Metz for Windsor-Mount Joy Mutual Insurance Company

Joseph P. Connor, III and Lisa Cauley for American Insuring Group, Ltd. and

David R. Ross

Griffith, J., March 14, 2011:-

ANDREW MONGAR and SUSAN MONGAR Plaintiffs v. WINDSOR-MOUNT JOY MUTUAL INSURANCE COMPANY, AMERICAN I NSURING GROUP, LTD, and DAVID R. ROSS Defendants	: IN THE COURT OF COMMON PLEAS : CHESTER COUNTY, PENNSYLVANIA : NO. 2009-05184 : CIVIL ACTION – LAW
--	--

Attorney for Plaintiffs: Benjamin R. Messing, Esq.
Attorneys for Defendant Windsor-Mount Joy: Eric J. Appelbaum,, Esq., Randy S. Metz, Esq.
Attorneys for Defendants American Insuring and Mr. Ross: Joseph P. Connor, III, Esq., Lisa Cauley, Esq.

OPINION

This is a declaratory judgment action regarding insurance coverage for a property loss. Pending are cross-motions for partial summary judgment filed by Plaintiffs, Andrew and Susan Mongar, and Defendant, Windsor-Mount Joy Mutual Insurance Company (“the Carrier”).

Background:

Underlying the loss are the following facts: Plaintiffs own a vacation home held for rental located at 29 South Atlantic Avenue, Bethany Beach, Delaware (“the Property”). Plaintiffs maintained casualty insurance on the Property through the Carrier (“the Policy”). On December 17, 2008 when new tenants arrived at the Property they noticed that a screen door had been torn and the front door damaged as a result of being forced. Police were called. The subsequent investigation revealed that unknown persons had broken into the Property, stolen televisions and audio/video equipment, and vandalized the Property by opening water faucets which caused extensive water damage. The Property had been vacant for approximately fifteen days leading up to the discovery of the break-in. Plaintiffs reported the loss to their insurance agent, Defendant, David Ross, and a claim was submitted to the Carrier. In due course, the Carrier advised Plaintiffs that there was no coverage for the loss as Plaintiffs had failed to shut off the Property’s water supply as required under their Policy’s Exclusionary Endorsement ML-508D when the Property would be vacant for at least 72-hours. Plaintiffs disputed the denial of coverage and undertook repair of the Property at their own expense. Thereafter, on May 6, 2009, Plaintiffs commenced this litigation raising at Count I a claim for breach of contract/declaratory judgment against the Carrier and at Count II a claim for negligence against Ross and his insurance agency, Defendant American Insurance Group, Ltd. The cross-motions for summary judgment concern Count I only.

Discussion:

The first issue raised by the parties is choice of law. The parties agree that Pennsylvania law and Delaware law are consistent with regard to the coverage issue. The parties also agree that under Pennsylvania law Plaintiffs cannot recover attorney's fees, while a Delaware statute, 18 Del. C. §4102¹, provides for an award of attorney's fees if Plaintiffs prevail. Plaintiffs contend therefore that Delaware law should apply to this dispute while the Carrier contends that Pennsylvania law should apply.

"[C]hoice of law analysis first entails a determination of whether the laws of the competing states actually differ." Ratti v. Wheeling Pittsburgh Steel Corp., 758 A.2d 695, 702 (Pa.Super.,2000). Since Plaintiffs can only recover attorney's fees under Delaware law, the remedies available to Plaintiffs suing in Pennsylvania differ from those available in Delaware. Therefore, an actual conflict exists. Godfrey v. State Farm, 2009 WL 564636, 5 (E.D.Pa.) (E.D.Pa.,2009) (because Pennsylvania and Delaware law differ with respect to an insured's ability to recover attorney's fees, an actual conflict exists).

Since an actual conflict exists, choice of law analysis proceeds and an "analysis of the policies and interests underlying the particular issue before the court and a determination of which jurisdiction is most intimately concerned with the outcome of the litigation" must be undertaken. Griffith v. United Air Lines, 416 Pa. 1, 203 A.2d 796 (Pa.,1964)(emphasis added). Thus, the governmental interests of both jurisdictions must be considered and, according to Budtel Associates, LP v. Continental Cas. Co., 915 A.2d 640 (Pa.Super.,2006), weighed to determine "which state has the greater interest in the application of its law." Budtel, 915 A.2d at 643. If the governmental policy of one jurisdiction will not be adversely affected by the implementation of the other's law, then there is no true conflict. However, if there is a true conflict, then an examination of both jurisdictions' contacts with the litigation, and, more specifically, with the underlying insurance policy, is required. Ratti, 758 A.2d at 702; Cipolla v. Shaposka, 439 Pa. 563, 267 A.2d 854, 856 (Pa.,1970).

Pennsylvania follows the American Rule with respect to awarding attorney's fees; "a litigant cannot recover counsel fees from an adverse party unless there is express statutory authorization, a clear agreement of the parties, or some other established exception." Trizechahn Gateway LLC v. Titus, 601 Pa. 637, 652, 976 A.2d 474, 482-483 (Pa.,2009). Pennsylvania has long adhered to a policy that awards for breach of contract are "limited to the actual damages caused by the breach, the measure being the same whether the defendant fails to comply with his contract through inability, or willfully refuses to perform it." Pittsburgh, C. & St. L. Ry. Co. v. Lyon, 123 Pa. 140, 150, 16 A. 607, 609 (Pa.,1889). Although a discussion by a Pennsylvania Appellate Court of the purpose for the American Rule

¹ "The court upon rendering judgment against any insurer upon any policy of property insurance, as "property" insurance is defined in §904 of this title, shall allow the plaintiff a reasonable sum as attorney's fees to be taxed as part of the costs." 18 Del. C. §4102.

could not be found, it is generally known that “[t]he purpose of the ‘American rule’ requiring each party to bear its own costs in litigation is to avoid stifling legitimate litigation by the threat of the specter of burdensome expenses being imposed on an unsuccessful party.” AMJUR COSTS §55. In Krassnoski v. Rosey, 454 Pa.Super. 78, 684 A.2d 635 (Pa.Super.,1996) the Court observed that statutes that allow a prevailing party to collect attorney’s fees “are generally enacted where the legislature wishes to encourage potential plaintiffs to seek vindication of important rights and to deter defendants from conduct violating those rights.” Krassnoski, 684 A.2d at 638. Finally, in Peters Tp. School Dist. v. Flynn, 2 Pa.D.&C.3d 759 (Pa.Com.Pl.,1976) the Court discussed the reasoning behind the adoption of the American Rule and the rejection of the English model, which taxes fees against the losing litigant:

Among the explanations for the rejection: the 17th and early 18th century perception of lawyers as disreputable characters who should not be encouraged by fee awards; the concept of law as a body of rules that could be applied by the intelligent layman, making a lawyer a luxury; the rugged individualism fostered by the frontier experience; and, particularly following the Revolution, a pervasive reaction against anything British. . . . Some of the common arguments for the Rule are: a person should not have to risk an additional penalty for prosecuting or defending a lawsuit; such a potential penalty would deter poorer litigants with meritorious cases; and too much judicial effort would be expended in litigating the difficult issue of reasonable attorneys’ fees. Also, fee-shifting might lead to abuses such as hiring more counsel than necessary, or paying them excessive fees. . . . Some criticisms of the Rule: (1) it results in the prevailing party being made less than whole since he must pay his attorney out of his recovery; (2) meritorious litigation is sometimes discouraged in cases where the fee could exceed the total recovery (particularly in public interest litigation, where monetary damages are not always available); and (3) the financially secure litigant enjoys an unconscionable advantage over his poorer adversary.

2 Pa.D.&C.3d 759, 762, fn.1 (Pa.Com.Pl.,1976) (quoting Dewberry, Attorney’s Fees in Public Interest Litigation: A Return to the Wilderness of the American Rule, 28 U. Fla. L. Rev. 240 (1975)). Given all of the foregoing, we can conclude that Pennsylvania legislators have seen no reason to alter the standard balance between parties when an insurance coverage issue is litigated.

Delaware also adheres to the American Rule with regard to awards of attorney’s fees. Brice v. State, Dept. of Correction, 704 A.2d 1176, 1178 (Del.Supr.,1998). By adopting 18 Del.C. §4102 and permitting attorney’s fees to be awarded to Plaintiffs who prevail against insurers, Delaware legislators made a pol-

icy decision about such actions that is different from the policy decision made by Pennsylvania legislators. The Delaware Court discussed the policy behind enactment of 18 Del.C. §4102 in Nassau Gallery Inc. v. Nationwide Mut. Fire Ins. Co., 2003 WL 22852242, (Del.Super.,2003) finding that “[t]he relationship between insurers and the public has been the subject of strict regulation” and that the purpose of the statute is the “protection of the public against dilatory action by an insurer.” Nassau Gallery, 2003 WL 22852242, p. 2 (citations omitted). Thus, the Delaware legislature enacted 18 Del.C. §4102 for precisely the reason stated in Krassnoski.

Having identified the reasons for each jurisdiction’s law regarding attorney’s fees, we must consider whether the governmental policy of one jurisdiction will be adversely affected by the implementation of the other’s law. If Pennsylvania’s law is implemented, the policy goal of Delaware will not be met as Delaware uses the potential award of attorney’s fees to maintain balance between insureds and carriers. The lack of legislation in Pennsylvania does not clearly express a policy goal but, by implication, the relationship between insureds and carriers is not one that Pennsylvania finds in need of regulation through the use of attorney’s fees. If Delaware law is implemented, then Pennsylvania’s judgment that the relationship between insureds and carriers, who are litigating coverage issues, does not need regulation is defeated. Finding that the governmental policy of one jurisdiction will be adversely affected by the implementation of the other’s law, we move on to the final step in this analysis, consideration of each jurisdiction’s contacts with the contract at issue.

The Restatement (Second) of Conflicts of Law (“Restatement II”) is a resource relied upon by Pennsylvania’s courts when engaging in choice of law analysis. Celebre v. Windsor-Mount Joy Mut. Ins. Co., 1994 WL 13840, 3 (E.D.Pa.)(E.D.Pa.1994). Where, as here, the parties have not chosen a state’s law to apply to their contract, Restatement II, §188 offers guidance. However, §188 pertains to contracts generally. Where a more specific Restatement section exists, it should be applied. Melville v. American Home Assur. Co., 584 F.2d 1306, 1314 n.13 (C.A.Pa.,1978). Section 193 of Restatement II identifies which contacts should be given the greatest weight in cases involving casualty insurance contracts.

Restatement II, §188 provides for consideration of the following contacts to determine choice of law:

- (a) the place of contracting,
- (b) the place of negotiation of the contract,
- (c) the place of performance,
- (d) the location of the subject matter of the contract, and
- (e) the domicile, residence, nationality, place of incorporation and place of business of the parties.

These contacts are to be evaluated according to their relative

importance with respect to the particular issue.

REST 2d CONFL §188.

Restatement II, §193 provides for consideration of the following contacts to determine choice of law with regard to casualty insurance contracts:

The validity of a contract of fire, surety or casualty insurance and the rights created thereby are determined by the local law of the state which the parties understood was to be the principal location of the insured risk during the term of the policy...

REST 2d CONFL §193. The Comment to §193 further emphasizes the importance of location of the insured risk: “The location of the insured risk will be given greater weight than any other single contact in determining the state of the applicable law provided that the risk can be located, at least principally, in a single state.” REST 2d CONFL §193, Comment B.

In light of the foregoing, we have considered the following contacts that the parties have with Pennsylvania first and then Delaware. Plaintiffs are full time residents of Pennsylvania and use the Property only as a vacation home and to generate income. All Defendants have their business offices in Pennsylvania. Plaintiffs commenced this litigation in Pennsylvania. The Carrier asserts that the Policy was negotiated, formed and delivered in Pennsylvania and for the sake of this discussion, we will consider this to be a true statement.

The Property is located in Delaware. The Policy has an endorsement specific to Delaware attached. The Carrier was authorized to issue policies of insurance in Delaware. The loss was suffered in Delaware. The letter denying coverage was sent to a Delaware address by the Carrier.

We find the location of the Property to be the most significant factor. We find that the mention of Delaware law in the endorsement is significant evidence of the parties’ intention to have Delaware law apply. Hatchingian v State Farm, 2008 WL 5002957, 6 (E.D.Pa.)(E.D.Pa.,2008)(mention of Delaware law in a contract is significant evidence of the law the parties intended to apply). We find that Delaware has a greater interest than Pennsylvania in regulating the conduct of insurers who solicit business and insure property within Delaware’s borders. We are aware that Plaintiffs chose to commence this action in Pennsylvania and that choice of forum by the Plaintiffs, who now seek to apply the law of Delaware, is a significant factor; however, this factor, even combined with the other factors weighing in Pennsylvania’s favor, do not overcome the weight of the contacts of the Policy with and the interest of Delaware. Therefore, with regard to Plaintiffs’ claim for attorney’s fees, Delaware law will apply. Because there is no conflict between Pennsylvania law and Delaware law with regard to the coverage issue, the law of either forum can apply. Teledyne Technologies Inc. v. Freedom Forge Corp., 2002 WL 748898, 7 fn12 (Pa.Com.Pl,2002).

Having determined choice of law, the next task is to determine whether or not Plaintiffs suffered a covered loss. The Policy provides:

We insure property under Coverage A and B² for risks of direct physical loss, unless the loss is excluded under Exclusions Applying to Coverages A and B or under the General Exclusions.

(Policy FL-3, p.7) This is known as ‘all risk’ coverage because the policy provides coverage for all risks except for enumerated exclusions.

The “Exclusions Applying to Coverages A and B” are set forth in twelve paragraphs. (Policy, FL-3, p.7) The parties agree that none of these exclusions is applicable to the loss at issue.

The “General Exclusions” are set forth in thirteen paragraphs. (Policy, FL-3, pp. 9-10) The parties agree that none of these exclusions is applicable to the loss at issue.

The Carrier denied coverage for Plaintiffs’ loss under Additional Exclusion ML-508D (“the Additional Exclusion”). The Additional Exclusion provides:

ADDITIONAL EXCLUSIONS FOR UNOCCUPIED RESIDENCES

In addition to exclusions found elsewhere in your policy, if the insured residence is vacant, unoccupied (meaning an absence in excess of 72 hours), or under construction and unoccupied, the insured must:

(a) Maintain heat in the residence and shut off the water supply where it enters the residence. If the residence is heated by a hot water system, the water supply to the heating system must be maintained and the water supply to the rest of the residence must be shut off.

OR

(b) Shut off the water supply where it enters the residence and completely empty liquids from any plumbing, heating, air conditioning system, water heater or domestic appliance.

If this is not done, we do not pay for loss caused by freezing of or discharge, leakage, or overflow from any plumbing, heating, or air-conditioning system or any appliance or other equipment attached to it.

Plaintiffs were provided with notice of the Additional Exclusion in or about June, 2006. No one disputes that neither Plaintiffs, tenants nor anyone with Plaintiffs’

² Coverages A and B pertain to the main dwelling and ancillary structures, respectively, on the Property. (Policy, FL-3, p. 3)

authority was physically present at the Property for at least seventy-two hours leading up to the discovery of the loss on December 17, 2008.

Plaintiffs have asserted that the Policy does not contain an anti-concurrent clause. Anti-concurrent clauses exclude coverage for a covered loss if the loss was caused in any way by an enumerated exception. James F. Cammpenella Const. Col. Inc. v. Great American Ins. Co. of New York, 2010 WL 4812990, 3 (E.D.Pa.)(E.D.Pa.,2010). The Carrier has not disputed Plaintiffs' claim that the Policy lacks an anti-concurrent clause. We have reviewed the Policy and have not identified an anti-concurrent clause. We therefore conclude that the Policy does not contain an anti-concurrent clause. Furthermore, the Additional Exclusion does not contain an anti-concurrent clause.

Pennsylvania disfavors anti-concurrent clauses. Bishops, Inc. v. Penn Nat'l Ins., 984 A.2d 982, 993-94 (Pa.Super.Ct.,2009). In the absence of such a clause, Pennsylvania law provides that "'where the insured risk was the last step in the chain of causation set in motion by an uninsured peril, or *where the insured risk set into operation a chain of causation in which the last step may have been an excepted risk,*' the insured recovers." O'Neill v. State Farm Ins. Co., 1995 WL 214409, 3 (E.D.Pa.) (E.D.Pa.,1995) (quoting from 5 John Alan Appleman & Jean Appleman, *Insurance Law and practice* §3083 at 311 (1969))(emphasis added). Interestingly, the Court in Pennsylvania cites to and relies on a Delaware case, Cavalier Group v. Strescon Indus., Inc., 782 F.Supp. 946 (D.Del.,1992), for this premise. In Cavalier Group the Court observed that two leading treatises, Appleman and Couch, support the view that absent an anti-concurrent clause, a chain of causation that includes covered and exempted events will result in a covered loss. Cavalier Group, 782 F.Supp. at 956.

We find that the vandals breaking in to the Property set in motion an uninterrupted chain of events which included the release water inside the Property. In fact, one of the acts of the vandals, the opening of the faucets, coincided with the release of the water. The two events happened at the same moment. In the absence of an anti-concurrent clause, the loss is covered. Spece v. Erie Insurance Group, 850 A.2d 679 (Pa.Super.Ct.,2004) (because a covered cause of loss, a lightning strike, contributed to the flooding of a basement, the court found in favor of coverage). Although the Carrier cites to T.H.E. Insurance Company v. Charles Boyer Children's Trust, 455 F.Supp.2d 284 (M.D.Pa.,2006) for support of its position, the policy at issue in T.H.E. contained an anti-concurrent clause.

For all of the stated reasons, we enter this

ORDER

AND NOW, this 14th day of March, 2011, upon consideration of the parties' cross-motions for partial summary judgment, the responses thereto and the parties' memoranda and following argument, it is hereby ORDERED that:

1. The motion of Plaintiffs Andrew and Susan Mongar for partial summary judgment against Defendant Windsor-Mount Joy Mutual Insurance Company is GRANTED. Plaintiffs are entitled to a.) coverage under policy of insurance 0071562DW, Coverages A and D, for the loss discovered on or about December 17, 2008 and b.) counsel fees and costs pursuant to 18 Del.C. §4102.
2. The motion of Defendant Windsor-Mount Joy Mutual Insurance Company for partial summary judgment is DENIED.

BY THE COURT:

/s/ Edward Griffith, J.

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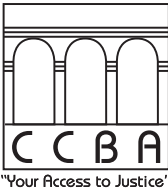
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**CLERK OF THE ORPHANS' COURT
DIVISION OF THE COURT OF COMMON PLEAS
CHESTER COUNTY, PENNSYLVANIA**

NOTICE OF FILING ACCOUNTS

**ACCOUNTS LISTED FOR AUDIT ON
WEDNESDAY, JUNE 6, 2012**

Courtroom 16 at 9:00 A.M. PREVAILING TIME

THE HONORABLE KATHERINE B. L. PLATT

Notice is hereby given to all parties interested, that accounts in the following matters have been filed in the Office of the Clerk of the Orphans' Court Division of the Court of Common Pleas of Chester County, Pennsylvania for AUDIT, CONFIRMATION AND DISTRIBUTION at the above date, time and place. At that time and place interested parties, claimants and objectors to the same will be heard.

IN RE: DANIEL LEE, POWER OF ATTORNEY	1511-1479
FIRST AND FINAL ACCOUNT	
OF: SHARON LEE SIDES-HICKS, ATTORNEY -IN- FACT	
ATTORNEY(S):	
NICOLE B. LABLETTA, ESQUIRE	
JAMES J. RUGGIERO JR, ESQUIRE	

ESTATE OF JOHN A. WHEELER, DECEASED	1509-1394
FIRST AND FINAL ACCOUNT	
OF: CAROL H. WHEELER, ADMINISTRATOR	
ATTORNEY(S):	
J. STODDARD HAYES, JR., ESQUIRE	

IN RE: ELIZABETH NEPA, POWER OF ATTORNEY	1512-0486
FIRST AND FINAL ACCOUNT	
OF: TERESA A. ZAPPATERRINI, ATTORNEY -IN- FACT	
ATTORNEY(S):	
JAMES KEATH FETTER, ESQUIRE	

IN RE: SEAN AND WENDY STORMS, TRUST	1512-0828
FIRST INTERIM ACCOUNT	
FOR THE BENEFIT OF RACHEL STORMS	
OF: DNB FIRST N.A., TRUSTEE	
ATTORNEY(S):	
JERRY L. JOHNSON, ESQUIRE	

IN RE: CONNOR CHARITABLE, TRUST **1512-0829**
 FIRST AND FINAL ACCOUNT
 OF: JAMES P. CONNOR, TRUSTEE
 ATTORNEY(S):
 MARIANNA FRANCES SCHENK, ESQUIRE

ESTATE OF ROBERT CARSON KELLER, DECEASED **1506-0834**
 A/K/A ROBERT C. KELLER
 FIRST AND FINAL ACCOUNT
 OF: ROBERT C. KELLER JR, EXECUTOR
 ATTORNEY(S):
 DENNIS W MCNAMARA JR, ESQUIRE

ESTATE OF JAMES R. RIDENOUR, DECEASED **1511-0470**
 FIRST AND FINAL ACCOUNT
 OF: ESTHER J. TEMPLIN, ADMINISTRATOR CTA
 ATTORNEY(S):
 JOSEPH A. BELLINGHERI, ESQUIRE

CERTIFICATE OF AUTHORITY

Notice is hereby given that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on April 18, 2012 by TELA Bio, Inc., a foreign corporation formed under the laws of the State of Delaware where its principal office is located at c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801 for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988. The registered office in Pennsylvania shall be located at 1998 Rochambeau Drive, Malvern, Chester County, PA 19355.
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**CHANGE OF NAME NOTICE
IN THE COURT OF COMMON PLEAS
CHESTER COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 12-04815**

NOTICE IS HEREBY GIVEN that the name change petition of Barbara Drysdale Kraemer was filed in the above-named court and will be heard on July 30, 2012, at 9:30 AM, in Courtroom 10 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: May 10, 2012

Name to be changed from: Barbara Drysdale Kraemer to: Barbara Lorraine Drysdale

Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

PETER E. BORT, Attorney for Petitioner
1260 Valley Forge Road, Suite 104
Phoenixville, PA 19460

ESTATE NOTICES

Letters Testamentary or of Administration having been granted in the following Estates, all persons having claims or demands against the estate of the said decedents are requested to make known the same and all persons indebted to the said decedents are requested to make payment without delay to the respective executors, administrators, or counsel.

1st Publication

CLEMENT, George Y., late of Willistown Township. JOAN AGRAN, 259 N. Radnor-Chester Road, Suite 160, Radnor, PA 19087, Executrix. JOAN AGRAN, Esquire, Mc Causland, Keen & Buckman, Radnor Court, 259 N. Radnor-Chester Road, Suite 160, Radnor, PA 19087, atty.

CRANE, Patrick, a/k/a Patrick Willard Crane and Patrick W. Crane, late of Uwchlan Township. Daliza Crane, care of KIM D. FETROW, Esquire, 100 Four Falls, Suite 300, West Conshohocken, PA 19428, Executrix. KIM D. FETROW, Esquire, Heckscher, Teillon, Terrill & Sager, P.C., 100 Four Falls, Suite 300, West Conshohocken, PA 19428, atty.

DUB, Eleanor L., late of Willistown Township. Kathleen L. Dub, 39 Chetwynd Road, Paoli, PA 19301, Executrix. ALLEN H. TOLLEN, Esquire, 15 East Front Street, Media, PA 19063, atty.

KRAUSE, Judith A., late of London Britian Township. Stephen L. Krause and Catherine C. Williamson, care of TIMOTHY H. KNAUER, Esquire, 218 West Miner Street, West Chester, PA 19382, Executors. TIMOTHY H. KNAUER, Esquire, 218 West Miner Street, West Chester, PA 19382, atty.

KUTZ, Judy Ann, late of South Coventry Township. S. Albert Kutz, 1001 Cadmus Road, Pottstown, PA 19465-8638, Executor. DAVID L. ALLEBACH, JR. Esquire, 1129 East High Street, P.O. Box 776, Pottstown, PA 19464-0776, atty.

LOCILENTO, Martha M., late of West Brandywine Township. Arthur T. Locilento, Jr., care of DUKE SCHNEIDER, Esquire, 17 West Miner Street, West Chester, PA 19381-0660, Executor. DUKE SCHNEIDER, Esquire, MacElree Harvey, Ltd., 17 West Miner Street, West Chester, PA 19381-0660, atty.

MACBRINE, Jo Ann, late of Downingtown. Eric MacBrine, care of P. RICHARD KLEIN, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. P. RICHARD KLEIN, Esquire, Klein, Head & Head, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

PARKINSON, Jean E., late of East Goshen Township. Diane C. Welker and Sandra Mitchell, care of ROBERT B. SHOEMAKER, JR., Esquire, 1800 E. Lancaster Avenue, Paoli, PA 19301, Executrices. ROBERT B. SHOEMAKER, JR., Esquire, 1800 E. Lancaster Avenue, Paoli, PA 19301, atty.

PERSON, Esther P., late of West Whiteland Township. Cynthia C. Martelli, care of ROBERT S. SUPPLEE, Esquire, 329 South High Street, West Chester, PA 19382-3336, Executrix. ROBERT S. SUPPLEE, Esquire, Robert S. Supplee, P.C., 329 South High Street, West Chester, PA 19382-3336, atty.

PHENNEGER, Lillian B., late of Borough of West Chester. Sandra J. Marainelli, care of ROBERT S. SUPPLEE, Esquire, 329 South High Street, West Chester, PA 19382-3336, Executrix. ROBERT S. SUPPLEE, Esquire, Robert S. Supplee, P.C., 329 South High Street, West Chester, PA 19382-3336, atty.

ROBISON, Steven P., late of Kennett Square Borough. Francesca Robison, care of BARRY RABIN, Esquire, 3460 Lincoln Highway, Thorndale, PA 19372, Personal Representative. BARRY RABIN, Esquire, The Law Firm of Barry S. Rabin, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

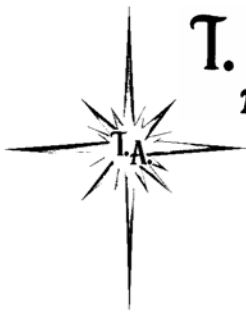
SMALLWOOD, Mildred June, a/k/a Mildred J. Smallwood, late of Phoenixville Borough. Randolph L. Smallwood, III, 1107 Lane Avenue, Phoenixville, PA 19460, Executor. JAMES C. KOVALESKI, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 East High Street, Pottstown, PA 19464-5426, atty.

WARE, John Charles, late of East Nottingham Township. Samuel A. Goodley, Jr., care of ERIC L. WINKLE, Esquire, 363 West Roseville Road, Lancaster, PA 17601, Executor. ERIC L. WINKLE, Esquire, Byler, Goodley & Winkle, P.C., 363 West Roseville Road, Lancaster, PA 17601, atty.

WILLITS, Eileen P., late of Downingtown Borough. Barbara A. Scanlon, care of DUKE SCHNEIDER, Esquire, 17 West Miner Street, West Chester, PA 19381-0660, Executrix. DUKE SCHNEIDER, Esquire, MacElree Harvey, Ltd., 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, atty.

WOOLSTON, Barbara Jo, late of East Pikeland Township. Mary Lou Kolloff, care of JOSEPH A. BELLINGHERI, Esquire, 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, Executrix. JOSEPH A. BELLINGHERI, Esquire, MacElree Harvey, Ltd., 17 West Miner Street, P.O. Box 660, West Chester, PA 19381-0660, atty.

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2nd Publication

ALARCON, Suzanne M., late of East Fallowfield Township. J. Edgar Alarcon, 305 Mortonville Road, East Fallowfield, PA 19320, Executor. **FRANK W. HAYES**, Esquire, Hayes & Romero, 31 South High Street, West Chester, PA 19382, atty.

BLOSSER, James A., late of West Grove. Leon E. Blosser, care of ANITA M. D'AMICO, Esquire, 128 E. State Street, P.O. Box 618, Kennett Square, PA 19348, Executor. ANITA M. D'AMICO, Esquire, Rigler & D'Amico, LLC, 128 E. State Street, P.O. Box 618, Kennett Square, PA 19348, atty.

DIPIANO, Pierina, late of Tredyffrin. Lawrence G. DiPiano, 345 Avon Ave., Collegeville, PA 19426 and Mary A. Hitner, 114 School Lane, Downingtown, PA 19335, Executors.

DORKOSKIE, Victoria V., late of East Vincent Township. Frank Dorkoskie, 3207 Schuykill Road, Spring City, PA 19475, Executor.

DUNLAP, Charles I., late of West Caln Township. Carolyn M. Robinson, care of LISA COMBER HALL, Esquire, A Professional Corporation, 27 S. Darlington Street, West Chester, PA 19382, Executrix. LISA COMBER HALL, Esquire, Hall Law Offices, A Professional Corporation, 27 S. Darlington Street, West Chester, PA 19382, atty.

GANDY-CURTIS, Loretta M., a/k/a Loretta G. Curtis, late of Thornbury. Adam J. P. Curtis, 1099 Knobb Hill Drive, West Chester, PA 19380, Administrator. MICHAEL R. BRADLEY, Esquire, Brooks, Bradley & Kenney, 21 West Second Street, Media, PA 19063, atty.

HOWELL, Denny L., a/k/a Denny Howell, late of East Fallowfield Township. Denise Dodds, care of SCOTT H. KERR, Esquire, 118 West Market Street, Suite 300, West Chester, PA 19382-2928, Executor. SCOTT H. KERR, Esquire, Buckley, Brion, McGuire, Morris & Sommer LLP, 118 West Market Street, Suite 300, West Chester, PA 19382-2928, atty.

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KLUEPFEL, Anthony C., a/k/a Anthony Charles Kluepfel, late of Tredyffrin Township. Carol A. Krause, 1625 Russell Road, Paoli, PA 19301 and Barbara J. Foster-Daley, 135 Deerfield Road, Broomall, PA 19008, Executors. **MICHAEL B. MURRAY**, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 East High Street, Pottstown, PA 19464-5426, atty.

KOSCHESKI, Brian E., a/k/a Brian Eugene Koscheski, late of East Vincent Township. George E. Napier, 305 Foxtail Lane, Spring City, PA 19475, Administrator.

KRAFT, Martin J., late of East Pikeland Township. Judy L. Cress, 1230 N. Front St., Reading, PA 19601 and Mary Moore, 239 Washington St., Phoenixville, PA 19460, Executrices. **BRIAN MC DEVITT**, Esquire, Fox, Differ, Callahan, Sheridan & Mc Devitt, Three Penn Court, 325 Swede Street, Norristown, PA 19401, atty.

LUTZ, Regina P., late of Caln Township. Catherine R. Gold, care of **MICHAEL C. MC BRATNIE**, Esquire, 747 Constitution Drive, Suite 100, Exton, PA 19341, Executrix. **MICHAEL C. MC BRATNIE**, Esquire, 747 Constitution Drive, Suite 100, Exton, PA 19341, atty.

MCCALICHER, Alice T., late of East Coventry Township. Larry R. Lilley, 1391 Miller Road, Pottstown, PA 19465, Executor. **DAVID S. KAPLAN**, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 East High Street, Pottstown, PA 19464-5426, atty.

PENNYPACKER, Joanna, late of Malvern. **ANDREW H. DOHAN**, Lentz, Cantor & Massey, Ltd., 460 E. King Road, Malvern, PA 19355-3049 and Barbara Worcester, 244 Brattle St., #22, Cambridge, MA 02138, Executors. **ANDREW H. DOHAN**, Esquire, Lentz, Cantor & Massey, Ltd., 460 E. King Road, Malvern, PA 19355-3049, atty.

ROOT, Veronica C., late of West Bradford Township. Donna R. Monper, care of **ROBERT S. SUPPLEE**, Esquire, 329 South High Street, West Chester, PA 19382-3336, Executrix. **ROBERT S. SUPPLEE**, Esquire, Robert S. Supplee, P.C., 329 South High Street, West Chester, PA 19382-3336, atty.

SEYLER, Betty H., a/k/a Betty Seyler, Betty Stewart Hunter, Betty Hunter Seyler, late of West Brandywine Township. Michael J. Dedda, 2200 Flowing Springs Road, Chester Springs, PA 19425, Executor. **ROBERT B. RENO**, Esquire,

CHARLES T. DeTULLIO

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VITALE, Lois E., late of Phoenixville. Norman A. Varney, care of DAVID M. FREES, III, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executor. DAVID M. FREES, III, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

WEIKEL, Frank Elton, late of Coatesville. Janet W. DiBartolomeo, 1358 Glenside Road, Downingtown, PA 19335, Executrix. ROBERT A. CROWLEY, Esquire, 3201-B Millcreek Road, Wilmington, DE 19808, atty.

WORTH, Sarah E., a/k/a Sarah Worth, late of Kennett Township. Mildren C. Worth, 854 Brinton's Bridge Road, West Chester, PA 19382, Executrix. TIMOTHY B. BARNARD, Esquire, 218 West Front Street, P.O. Box 289, Media, PA 19063, atty.

3rd Publication

BEER, Martin M., late of Kennett Township. Janet B. Garrett, care of NEIL W. HEAD, Esquire, 218 West Miner Street, West Chester, PA 19382-2925, Executor. NEIL W. HEAD, Esquire, Klein, Head & Head, LLP, 218 West Miner Street, West Chester, PA 19382-2925, atty.

BUELL, Deborah Anne, late of Tredyffrin Township. Frank Buell and Nancy Buell, 185 Davis Ave., Apt. 3, Brookline, MA 02445, Executors.

COHEN, Shirley, a/k/a Shirley Glantz Cohen, late of Phoenixville. Rhonda Galvin, P.O. Box 25, Malvern, PA 19355, Executrix.

FAWLEY, Robert T., a/k/a Robert Thomas Fawley, late of Avondale Borough. Donna M. Fawley, care of JOHN T. DOOLEY, Esquire, 1800 Pennbrook Parkway, Suite 200, Lansdale, PA 19446, Administratrix. JOHN T. DOOLEY, Esquire, Dischell, Bartle & Dooley, PC, 1800 Pennbrook Parkway, Suite 200, Lansdale, PA 19446, atty.

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FREDERICKSON, Lynn Jordon, late of West Chester. Jill B. Jordon, care of JAMES J. RUGGIERO, JR., Esquire, Paoli Corporate Center, 16 Industrial Boulevard - Suite 211, Paoli, PA 19301, Executrix. JAMES J. RUGGIERO, JR., Esquire, Ruggiero Law Offices LLC, Paoli Corporate Center, 16 Industrial Boulevard - Suite 211, Paoli, PA 19301, atty.

GARFINKEL, Laura, late of Borough of Exton. Dr. Marc E. Garfinkel, 6540 Lilac Street, Pittsburgh, PA 15217, Executor. ELIZABETH J. POGGI, Esquire, Buchanan Ingersoll Rooney, P.C., One Oxford Centre, 20th Floor, 301 Grant Street, Pittsburgh, PA 15219, atty.

GATCHEL, Margaret W., a/k/a Peg, late of Coatesville. Deborah K. Warner, 2058 Strasburg Road, Coatesville, PA 19320, Executrix.

HUERTAS, Muriel J., late of Caln Township. Cynthia D. Kruse, 30 Pennswick Drive, Downingtown, PA 19335, Executrix.

MORGAN, Joan L., late of Downingtown. William D. Morgan, 63 Chestnut Road, Suite 9, Paoli, PA 19301, Executor.

OBENDORFER, Raymond Jr., late of Uwchlan Township. Marcelle L. Obendorfer, care of JEFFREY A. KROBERGER, Esquire, 807 Bethlehem Pike, Erdenheim, PA 19038, Executrix. JEFFREY A. KROBERGER, Esquire, McLafferty & Kroberger, P.C., 807 Bethlehem Pike, Erdenheim, PA 19038, atty.

PARKE, David Maxwell, a/k/a David M. Parke, late of Kennett Township. Ann D. Mc Cool, 9708 Bella Drive, Daphne, AL 36526, Executrix. WILLIAM J. GALLAGHER, Esquire, Mac Elree Harvey, Ltd, 211 E. State Street, Kennett Square, PA 19348, atty.

PESTA, Michael, late of Phoenixville Borough. Christine A. Pesta, 343 Hall Street, Phoenixville, PA 19460, Executrix. RICHARD D. LINDERMAN, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 East High Street, Pottstown, PA 19464-5426, atty.

REYNOLDS, Margaret Felicite, late of Easttown. Cornelius B. Kennedy, 500 Crestwood Drive, #2403, Charlottesville, VA 22903, Executor. LINDA M. ANDERSON, Esquire, 206 Old State Road, Media, PA 19063, atty.

ROCK, Alice K., late of North Coventry Township. Diane Rock, 1456 South Hanover Street, Pottown, PA 19465 and Sherry Rock, 1456 South Hanover Street, Pottstown, PA 19465, Executors. JEFFREY C. KARVER, Esquire, Boyd and Karver, 7 East Philadelphia Avenue, Boyertown, PA 19512, atty.

SMITH, Lorraine, a/k/a Lorraine L. Smith, late of East Brandywine Township. Robin Smith Marlowe, 7 Hessian Court, Downingtown, PA 19335, Executor. DANIEL R. FALLON, Esquire, 1100 Bondsville Road, Downingtown, PA 19335, atty.

STEIN, Robert F., late of Glenmoore. Gerald Stein, care of KEVIN J. RYAN, Esquire, 220 W. Gay Street, West Chester, PA 19380-2917, Executor. KEVIN J. RYAN, Esquire, Ryan, Morton & Imms LLC, 220 W. Gay Street, West Chester, PA 19380-2917, atty.

SULLIVAN, Mary C., late of East Coventry Township. Sue Ann Leister, care of GERALD J. MULLANEY, SR., Esquire, 598 Main Street, P.O. Box 24, Red Hill, PA 18076-0024, Executrix. GERALD J. MULLANEY, SR., Esquire, Mullaney Law Offices, 598 Main Street, P.O. Box 24, Red Hill, PA 18076-0024, atty.

WEINGARTNER, Edward, Jr., late of Chester County. Drema ODell, Box 205, Edgemont, PA 19028, Executrix. MACRIDES AND ASSOCIATES, 755 N. Monroe Street, Media, PA 19063, atty.

WILLIAMS, Frances M., late of West Goshen Township. Theresa L. Williams-Bell, 125 S. Concord Road, West Chester, PA 19382, Executrix. FRANK W. HAYES, Esquire, Hayes & Romero, 31 South High Street, West Chester, PA 19382, atty.

YANIGA, Paul M., late of Pennsbury Township. Kenneth J. Kirkeby, care of MICHAEL F. X. GILLIN, Esquire, 230 North Monroe Street, P.O. Box 2037, Media, PA 19063, Executor. MICHAEL F. X. GILLIN, Esquire, Michael F. X. Gillin & Associates, P.C., 230 North Monroe Street, P.O. Box 2037, Media, PA 19063, atty.

FICTITIOUS NAME

NOTICE is hereby given, pursuant to Fictitious Names Act of 1982, 54 Pa.C.S. Section 301 et seq., which repealed prior laws on the subject, any entity or entities (including individuals, corporations, partnership or other groups, which conduct any business in Pennsylvania under an assumed or fictitious name shall register such name by filing an application for registration of fictitious name with the Department of State for the conduct of a business in Chester County, Pennsylvania under the assumed or fictitious name, style or designation of

Patriot Resale, with its principal place of business at 1441 Shadyside Road, Downingtown, PA 19335.

The application has been (or will be) filed on: January 27, 2012.

The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Kristopher Murphy, 1441 Shadyside Road, Downingtown, PA 19335. This was filed in accordance with 54 PaC.S. 311.

Yodeo Games, with its principal place of business at 324 Gwynedd Court, Exton, PA 19341. The application has been (or will be) filed on: February 1, 2012 .

The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Ian Reed, 324 Gwynedd Court, Exton, PA 19341. This was filed in accordance with 54 PaC.S. 311.

FICTITIOUS NAME

Notice is Hereby Given pursuant to the provisions of Act of Assembly, No. 295, effective March 16, 1983, of intention to file in the office of the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, an application for the conduct of a business in Montgomery County, Pennsylvania under the assumed or fictitious name, style, or designation of MID-ATLANTIC veterinary specialists, 138 Three Ponds Lane, Malvern, PA 19355.

The name and address of the entity owning or interested in said business is: VETERINARY SURGICAL CONSULTANTS, P.C., 138 Three Ponds Lane, Malvern, PA 19355.

The application has been (or will be) filed on: March 30, 2012.

CARLY J. FENSKE, Solicitor
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NOTICE**ANTHONY MORRIS, ESQUIRE**

Attorney I.D. No. 25611

BUCKLEY, BRION, MCGUIRE, MORRIS & SOMMER, LLP

118 West Market Street, Suite 300

West Chester, PA 19382

(610) 436-4400

IN RE: EARL C. HANDFIELD, SR. : IN THE COURT OF COMMON PLEAS
 183 BAKER ROAD
 COATESVILLE, PA 19320 : CHESTER COUNTY, PENNSYLVANIA

Premises: S WOOD & BOUNDARY STS : NO. 12-04575
 LOT

Tax Parcel No: 38-2-219

TO: EARL C. HANDFIELD, SR.**NOTICE OF PETITION FOR JUDICIAL TAX SALE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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ANTHONY MORRIS, ESQUIRE

Attorney I.D. No. 25611
BUCKLEY, BRION, MCGUIRE, MORRIS & SOMMER, LLP
118 West Market Street, Suite 300
West Chester, PA 19382
(610) 436-4400

IN RE: RALPH LAFRANCE : IN THE COURT OF COMMON PLEAS
319 WALNUT COURT WAY
KENNETT SQUARE, PA 19348 : CHESTER COUNTY, PENNSYLVANIA

Premises: WS & REAR OF CHURCH RD : NO. 10-08512
PAR E

Tax Parcel No: 60-1-5.8

**TO: THE ESTATE OF RALPH LAFRANCE,
PATRICIA A. LAFRANCE, EXECUTRIX**

NOTICE OF PETITION FOR JUDICIAL TAX SALE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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ANTHONY MORRIS, ESQUIRE

Attorney I.D. No. 25611
BUCKLEY, BRION, MCGUIRE, MORRIS & SOMMER, LLP
118 West Market Street, Suite 300
West Chester, PA 19382
(610) 436-4400

IN RE: FRED J. WHITESIDE : IN THE COURT OF COMMON PLEAS
C/O MRS. ROBERT C. WEICKSEL
2124 KIRKWOOD PIKE
KIRKWOOD, PA 17536 : CHESTER COUNTY, PENNSYLVANIA

Premises: E & REAR OF S THIRD ST : NO. 10-08807
LOT

Tax Parcel No: 60-8-148

TO: FRED J. WHITESIDE, C/O MRS. ROBERT WEICKSEL

NOTICE OF PETITION FOR JUDICIAL TAX SALE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
15 West Gay Street
West Chester, PA 19380
610-429-1500

NOTICE

ANTHONY MORRIS, ESQUIRE

Attorney I.D. No. 25611

BUCKLEY, BRION, MCGUIRE, MORRIS & SOMMER, LLP

118 West Market Street, Suite 300

West Chester, PA 19382

(610) 436-4400

IN RE: WILLIAM MCN YERKES & CAROL A. YERKES : IN THE COURT OF COMMON PLEAS
 1439 MANORWOOD DRIVE
 WEST CHESTER, PA 19382 : CHESTER COUNTY, PENNSYLVANIA

Premises: NS OF HAZELWOOD AVE : NO. 10-08515
 LOT

Tax Parcel No: 39-5-25

TO: WILLIAM MCN YERKES & CAROL A. YERKES**NOTICE OF PETITION FOR JUDICIAL TAX SALE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
 15 West Gay Street
 West Chester, PA 19380
 610-429-1500

NOTICE

ANTHONY MORRIS, ESQUIRE

Attorney I.D. No. 25611
BUCKLEY, BRION, MCGUIRE, MORRIS & SOMMER, LLP
118 West Market Street, Suite 300
West Chester, PA 19382
(610) 436-4400

IN RE: LEWIS E. WEISS & SUKI WEISS : IN THE COURT OF COMMON PLEAS
#705 N. POST OAK ROAD :
HOUSTON, TX 77024 : CHESTER COUNTY, PENNSYLVANIA

Premises: N OF ENDOVER RD : NO. 10-08804
LOTS 51 & 52

Tax Parcel No: 29-4G-66

TO: LEWIS E. WEISS & SUKI WEISS

NOTICE OF PETITION FOR JUDICIAL TAX SALE

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West Chester, PA 19382
(610) 436-4400

IN RE: JOHN R. COLDIRON & RUTH S. COLDIRON : IN THE COURT OF COMMON PLEAS
1995 LITTLE ELK CREEK ROAD :
OXFORD, PA 19363 : CHESTER COUNTY, PENNSYLVANIA

Premises: N OF WALTER WAY RD : NO. 10-08511
PARCEL A.

Tax Parcel No: 69-7-184

**TO: THE ESTATE OF JOHN R. COLDIRON, DECEASED
C/O RUTH S. COLDIRON, EXECUTRIX**

NOTICE OF PETITION FOR JUDICIAL TAX SALE

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Attorney I.D. No. 25611
BUCKLEY, BRION, MCGUIRE, MORRIS & SOMMER, LLP
118 West Market Street, Suite 300
West Chester, PA 19382
(610) 436-4400

IN RE: ADELINA IZZI	: IN THE COURT OF COMMON PLEAS
831 ROSLYN AVENUE	
WEST CHESTER, PA 19382	: CHESTER COUNTY, PENNSYLVANIA
 Premises: ES OF S HIGH ST.	: NO. 10-08805
LOT	

Tax Parcel No: 52-7-23

TO: THE ESTATE OF ADELINA IZZI, DECEASED

NOTICE OF PETITION FOR JUDICIAL TAX SALE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

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NOTICE

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Attorney I.D. No. 25611
BUCKLEY, BRION, MCGUIRE, MORRIS & SOMMER, LLP
118 West Market Street, Suite 300
West Chester, PA 19382
(610) 436-4400

IN RE: MARIAN R. K. MASON	: IN THE COURT OF COMMON PLEAS
APT 1405 FOULKEWAYS	
GWYNEDD, PA 19436	: CHESTER COUNTY, PENNSYLVANIA
 Premises: ES MAPLEFLOWER ROAD	: NO. 10-08504
LOT	

Tax Parcel No: 31-2-20.25

TO: THE ESTATE OF MARION R. K. MASON, DECEASED

NOTICE OF PETITION FOR JUDICIAL TAX SALE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

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West Chester, PA 19380
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McCABE, WEISBERG AND CONWAY, P.C.

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**

Attorneys for Plaintiff

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

M&T Bank s/b/m/t Wilmington Trust
Company, a Delaware Corporation

Chester County
Court of Common Pleas

v.

Deborah Cozzone, Only Known Surviving Heir of
Thomas F. Cozzone, Deceased Mortgagor and Real Owner
and

All Unknown Surviving Heirs of Thomas F. Cozzone,
Deceased Mortgagor and Real Owner
Defendant

Number 11-12496

TO: All Unknown Surviving Heirs of Thomas F. Cozzone, Deceased Mortgagor and Real Owner

TYPE OF ACTION: CIVIL ACTION/COMPLAINT IN MORTGAGE FORECLOSURE

PREMISES SUBJECT TO FORECLOSURE: 61 West 5th Avenue Coatesville, Pennsylvania 19320

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**Chester County Bar Assoc. Lawyer Referral Service
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West Chester, PA
(610) 692-1889**

In The Court of Common Pleas

Chester County
Civil Action – Law
No. 2012-00940-RC

Notice of Action in Mortgage Foreclosure

Midfirst Bank, Plaintiff vs. David A. Dreisbaugh, Mortgagor and Real Owner, Defendant

To: David A. Dreisbaugh, Mortgagor and Real Owner, Defendant, whose last known address is 437 Hartford Square, West Chester, PA 19380-1770. This firm is a debt collector and we are attempting to collect a debt owed to our client. Any information obtained from you will be used for the purpose of collecting the debt. You are hereby notified that Plaintiff, Midfirst Bank, has filed a Mortgage Foreclosure Complaint endorsed with a notice to defend against you in the Court of Common Pleas of Chester County, Pennsylvania, docketed to No. 2012-00940-RC, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 437 Hartford Square, West Chester, PA 19380, whereupon your property will be sold by the Sheriff of Chester County. Notice: You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. If you cannot afford to hire a Lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee. Chester County Bar Assoc., 15 W. Gay St., West Chester, PA 19380, 610-429-1500. Legal Aid of Chester County, Inc., 14 E. Biddle St., West Chester, PA 19380, 610-436-4510. Michael T. McKeever, Atty. for Plaintiff, Ste. 5000, Mellon Independence Center, 701 Market St., Phila., PA 19106-1532, 215.627.1322.

2nd Publication**NOTICE**

SARA L. SCHMID, Late of Newlin Township died April 7, 2012 leaving both an Estate and a Revocable Living Trust. LETTERS TESTAMENTARY on the estate of the aboved named decedent have been granted to Edward G. Schmid, II. The Trustee of the Revocable Living Trust is Edward G. Schmid, II.

All persons having claims or demands against the Estate or Trust of the said decedent are requested to make known the same, and all persons indebted to the decedent to make payment without delay to: Edward G. Schmid, II, Executor, c/o Wayne C. Buckwalter, Esq., Cohen Seglias Pallas Greenhall & Furman, PC, 30 South 17th Street, 19th Fl. Philadelphia, PA 19103.



May & June 2012 CLE Opportunities
@ Chester County Bar Association

DATE	CLE SESSIONS	TIME	CREDIT HOURS
May 3rd	PBI: Piercing the Corporate Veil (g)	12 PM – 3:15 PM	3 SUB
May 7th	PBI: Valuing the Small Business in Divorce: Practice Pointers & Pitfalls (g)	8:30 AM – 12:45 PM	3 SUB & 1 ETH
May 9th	PBI: 16th Annual Institute (g)	9 AM – 4:15 PM	5 SUB & 1 ETH
May 10th	PBI: The Challenges of Representing a Client w Diminished Capacity (g)	12 PM – 4:15 PM	3 SUB & 1 ETH
May 11th	PBI: Electronic Discovery (g)	9 AM – 4:30 PM	6.5 SUB
May 16th	PBI: Gas Leases & Estate Planning (g)	9 AM – 1:15 PM	4 SUB
May 18th	PBI: Workers' Comp Practice & Procedure (g)	8:30 AM – 12:45 PM	4 SUB
May 22nd	PBA: Attorney Malpractice Seminar (live presenters)	9 AM – 10:30 AM	1.5 ETH
May 23rd	PBI: 10th Annual Nonprofit Institute (g)	9 AM – 5 PM	5 SUB & 1 ETH
May 24th	PBI: Divided We Fall—How Will the Presidential Election Impact Law, Policy & Politics? (g)	12 PM – 2 PM	2 SUB
June 6th	PBI: Changing Law Firms: Ethical Guidance for PA Law Firms & Attorneys (v)	9 AM – 12:30 PM	3 ETH
June 12th	PBI: Fiduciary Duties of Officers & Directors (g)	12:30 PM – 3:45 PM	3 SUB
June 14th	PBI: Art, Entertainment & Literary Presentation (g)	8:30 AM – 4:15 PM	5 SUB & 1 ETH
June 19th	PBI: Trying a Case in State Court (g)	9 AM – 4:15 PM	6 SUB
June 25th	PBI: The Technology You Need to Start a Law Practice (g)	9 AM – 4:15 PM	6 SUB
June 26th	PBI: Representing Residential Landlords & Tenants (g)	9 AM – 4:15 PM	6 SUB
June 27th	PBI: General Practitioners' Update (g)	8:30 AM – 4:30 PM	5 SUB & 1 ETH

To view the calendar online go to: http://www.chescobar.org/cle/cle_opportunities_at_ccba.html

(v) = video
 (g) = live groupcast
 *** = all CCBA Members welcome to attend

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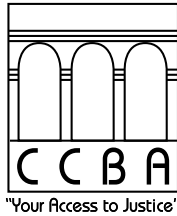


Chuck Swope, CCIM and Jim Lees
Swope Lees Commercial Real Estate, LLC
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Bar
Association**

Chester County Law Reporter

The Official Legal Publication for Chester County

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