

Adams County Legal Journal

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IN THIS ISSUE

WEIGAND VS. PROGRESSIVE ET AL

This opinion continued from last issue (4/1/2011)

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SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-2234 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 29th day of April, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-2234

BANK OF NEW YORK MELLON
TRUST COMPANY NA

vs.

SUZAN A. FLICKINGER &
WILLIAM L. FLICKINGER

833 HANCOCK DRIVE
GETTYSBURG, PA 17325
MT. JOY TOWNSHIP

Parcel No.: (30)109-0071---000

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGEMENT AMOUNT: \$147,341.91
PLUS COSTS

Attorneys for Plaintiff

GOLDBECK MCCAFFERTY &
MCKEEVER
215-627-1322

SEIZED and taken into execution as the property of **Suzan A. Flickinger & William L. Flickinger** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on May 20, 2011, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale 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.

3/25, 4/1 & 8

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-1846 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 29th day of April, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-1846

BENEFICIAL CONSUMER DISCOUNT
COMPANY D/B/A BENEFICIAL
MORTGAGE CO OF PENNSYLVANIA

vs.

JAMES S. REDDING &
KATHLEEN E. REDDING

417 PRINCE STREET
LITTLESTOWN, PA 17340
LITTLESTOWN BOROUGH

Parcel No.: 27-5-39

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING
JUDGEMENT AMOUNT: \$147,341.91
PLUS COSTS

Attorneys for Plaintiff

MILSTEAD & ASSOCIATES, LLC
856-482-1400

SEIZED and taken into execution as the property of **James S. Redding & Kathleen E. Redding** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on May 20, 2011, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale 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.

3/25, 4/1 & 8

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 09-TL-312 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 29th day of April, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 09-TL-312

LITTLESTOWN BOROUGH

vs.

RYAN GLOVER

31 STARLITE DRIVE
LITTLESTOWN, PA 17340
LITTLESTOWN BOROUGH

Parcel No.: 011-0129

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGEMENT AMOUNT: \$5,393.82

Attorneys for Plaintiff
CAMPBELL & WHITE, P.C.
717-334-9275

SEIZED and taken into execution as the property of **Ryan M. Glover** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on May 20, 2011, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale 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.

3/25, 4/1 & 8

WEIGAND VS. PROGRESSIVE ET AL

Continued from last issue (4/1/2011)

At issue in this case is 1) whether the UIM rejection forms⁴ produced by Defendant Progressive Northern Insurance Company are valid and 2) whether Defendant Miller-Hanover interfered with contractual relations between an insured and Progressive by writing a policy number on a previously unidentified rejection form after notice of UIM claim had been made.

Pursuant to Pennsylvania's Motor Vehicle Financial Responsibility Law ("MVFRL"), the burden rests with the insurer, not the insured, to produce a valid rejection form. **75 Pa. C.S.A. § 1731(c.1)**. The MVFRL provides "If the *insurer* fails to produce a valid rejection form, uninsured or underinsured coverage, or both, as the case may be, under *that policy* shall be equal to the bodily injury liability limits." *Id.* (emphasis added). Our courts have required strict adherence to the statutory mandates of Section 1731, especially where rejection of UIM coverage (as opposed to a reduction of UIM coverage) is asserted. *See Am. Int'l Ins. Co. v. Vaxmonsky*, **916 A.2d 1106, 1109 (Pa. Super. 2006)**.

The statutory burden clearly rests with Progressive to produce a valid UIM rejection form. To do so it must examine its own records and perhaps those of the agent who submitted the application. Progressive's argument that it is not shifting any statutory burden of production of the UIM form to the Plaintiff because Chief Weigand is not a party to this case misses the point. Although Chief Weigand is not a party to the case, he is the insured. It is the insurer (Progressive) not the insured (Chief Weigand) that has the burden of producing a valid rejection form. Presumably Progressive or Miller-Hanover has all of the original documentation that Defendants are now requesting from the insured.

Defendant Progressive's argument that the materials requested are discoverable because "Defendant is entitled to explore the state of mind of Michael E. Weigand (the insured) and to that end, to discover what documents he specifically received from his agent and insurance companies, which may or may (not) be the same type of information maintained in the files of Progressive or Miller-

⁴ Plaintiff has alleged that Progressive has produced two (2) rejection of UIM forms in support of its denial of UIM coverage, the first containing an Erie Insurance Company logo and leaving the line for the policy number blank and a second also containing an Erie Insurance Company logo with a policy number handwritten on the rejection form. Neither form references Progressive Insurance Company.

Hanover,” (Defendant Progressive’s Brief) is misguided. The MVFRL places no burden on the insured to maintain or to produce any documents. The intent of the insured is irrelevant to the question of whether the rejection form is valid or invalid. It makes no difference if Chief Weigand asked for, applied for, believed he purchased and paid premiums for a policy without UIM coverage. *See Vaxmonsky*, **916 A.2d at 1109**. Pennsylvania MVFRL requires the insurer to produce a statutorily proscribed rejection of UIM form as the only acceptable proof that the insured rejected UIM coverage. If insurer cannot produce a valid rejection form the insured is entitled to UIM coverage equal to bodily injury liability limits. The insured’s state of mind, his intentions, and “his practice” in applying for insurance are all irrelevant to the central inquiry as it relates to Defendant Progressive—whether one (1) of the rejection forms produced by Progressive is valid.⁵

Complicating the issue presently before the Court, however, is the fact that Plaintiff’s Complaint contains a cause of action against Defendant Miller-Hanover alleging tortious interference with contractual relations which Plaintiff, as a third party beneficiary of the contract between Chief Weigand and Progressive Northern Insurance Company, enjoyed with Progressive.

Certainly, Defendant Miller-Hanover is entitled to discover what evidence Plaintiff intends to introduce with respect to its claims against Miller-Hanover. To that end, reasonable inquiry into the nature of and the formation of the contractual relationships allegedly interfered with is certainly relevant, and reasonable inquiry is likely to lead to the discovery of admissible evidence with respect to this claim. For Plaintiffs to argue that Defendant Miller-Hanover is not entitled to discovery, or at least not at this time⁶ is not rational or reasonable. Presently, Defendant Miller-Hanover finds itself in the

⁵ Although attorneys for both Plaintiff and Progressive argued that this issue could possibly be resolved via summary judgment each suggested it was the other who should seek such relief. To date, neither party has filed a motion for summary judgment.

⁶ Plaintiff argued that the claims against Defendant Miller-Hanover may go away if the Court rules that the UIM rejection form is invalid during summary judgment proceedings. As noted, no motion for summary judgment has been filed by either party at this time. Plaintiff suggested Defendant Miller-Hanover should wait on proceeding with discovery until after disposition of summary judgment motions which have not yet been filed.

position of defending against Plaintiff's claims. Defendant is entitled to obtain documents that are reasonably likely to lead to the discovery of admissible evidence in defense of a claim made against it without having to speculate or wait on procedural maneuverings that may or may not be made in this case. A party is entitled to seek discovery in any order it chooses. **Pa. R. Civ. P. 4007.3.**

At the same time, however, most of the items requested in the proposed subpoena and in the notice of deposition are overly broad and it would be unduly burdensome to require Chief Michael Weigand to produce the same. Likewise, not all of the items requested are likely to lead to the discovery of admissible evidence and most, if not all, of the items requested are already in the possession of one or both of the Defendants. It is important to remember that Chief Michael E. Weigand is not a party to this case, and, although discovery of a non-party is permissible under our Rules, the analyses of what is burdensome, annoying or oppressive to a non-party to a cause of action must be different than if a person from whom discovery is sought is an active participant in the case.

To determine whether the request would cause unreasonable annoyance, embarrassment, oppression, burden or expense, consideration must be given to the requesting party's need to obtain the information from a non-party witness. At oral argument Defendants were unable to articulate why they needed the information requested from Chief Weigand. Additionally, they were unable to articulate whether they sought the information from their Co-Defendant, and Defendants never said that they did not already have copies of much of the information requested.

A review of the eight (8) requests contained in the proposed subpoena and the notice to attend deposition is necessary. Instantly, the discovery requests have been issued by Progressive. It is clear to this writer that all but one of the items requested in the proposed subpoena duces tecum and in the deposition notice are irrelevant to the issue of whether the UIM rejection form is valid. Likewise, only one (1) of the items requested is reasonably calculated to lead to the discovery of admissible evidence.

Only the first item, being "any and all documents in Chief Weigand's possession which relate to the application for insurance for Progressive Policy Number 41566085-5" is discoverable. It is

certainly possible that Chief Weigand's application for the Progressive Insurance Policy at issue includes a UIM rejection form containing a policy number or reference to the Progressive Policy at issue. Additionally, it is possible that Chief Weigand's copy of the application for insurance contains notes made either by Chief Weigand at the time application was made or by the agent working for Defendant Miller-Hanover Insurance Company in submitting the application on behalf of Chief Weigand. While Pennsylvania's MVFRL places the burden upon Defendant Progressive to produce a valid UIM rejection form, it does not necessarily indicate how production of that form is to be made. Where the issue is the validity of insurance forms, it is not unduly burdensome for the named insured, whether or not a party, to search through personal records for application documents. If he has them they can be easily copied and produced to the requesting parties. If the Chief does not have his copy of the application for insurance he can simply respond to the subpoena and discovery request by indicating that he does not have the documentation requested.

The remaining requests seek information which is either already in the requesting party's possession or which causes Chief Weigand an unreasonable burden. Here, Progressive Northern Insurance Company certainly has or should have a copy of "all policy declarations, new declarations, revised declarations or amended declarations" relative to the policy at issue. After all, any such declarations or revisions to the declarations are issued to Chief Weigand, the insured, by Defendant Progressive Northern. Likewise, copies of "any and all premium notices, statements and/or bills *issued by Progressive Northern Insurance Company*" are in the possession of the requesting party. On the face of the request, it is apparent that those notices, statements and bills were "issued by Progressive Northern Insurance Company." Likewise, the request for "correspondence sent by Michael E. Weigand to Progressive or received by Michael E. Weigand from Progressive" relative to the policy at issue is also presumably within the possession of the requesting party. Little can be served by having a non-party witness search through more than six (6) years of documents and records in an effort to locate, find and produce documents which are or should already be in the possession of the requesting party. A request for information already in the possession of the requesting party is inherently and unreasonably burdensome and annoying to a non-party.

Further, the Defendant's request that Michael E. Weigand produce "any and all records, cancelled checks, bank statements, documents, or other materials reflecting premium payments made by Michael E. Weigand to Progressive Northern Insurance Company" is unreasonable. Production of such information over the time period requested, which is in excess of six (6) years, would require Chief Weigand to redact a large volume of information in order to protect his privacy. The request is especially annoying, oppressive and burdensome considering that Michael E. Weigand's premium payments are entirely irrelevant to the question of whether or not one of the two UIM rejection forms produced by Progressive Northern Insurance Company is valid, or whether the forms are void thereby entitling Plaintiffs to UIM coverage equivalent to the personal injury liability limits set forth in the policy.

Similarly, requests seven (7) and eight (8) ask for documents that relate to entirely different insurance carriers or entirely different Progressive policies. This writer fails to see how an insurance policy issued by a different company allegedly in effect for Chief Michael E. Weigand at the time of the motor vehicle accident in question is likely to lead to the discovery of any admissible evidence on the question of whether one of the UIM rejection forms is valid and whether or not the Defendant Miller-Hanover tortiously interfered with Plaintiff's contractual relations as they existed with Progressive Northern Insurance Company after a claim was made against the policy at issue.⁷ Likewise, Defendant Progressive Northern Insurance Company presumably has in its possession all documents relating to Progressive Policy Number 42545118-3 (which is not the policy at issue) including the application upon which that policy was issued.

In summary, documents related to Chief Weigand's application for insurance for Progressive Policy Number 41566085-5 are discoverable, as they may lead to the discovery of admissible evidence relevant to the issue of the validity of the UIM rejection forms as well as Plaintiff's claims that Defendant Miller-Hanover tortiously interfered

⁷ The contract at issue is the motorcycle policy of insurance issued to Chief Michael E. Weigand. If the UIM rejection forms are invalid that contract affords Plaintiff UIM coverage equal to bodily injury liability coverage set forth in that insurance contract. Plaintiff's complaint alleges that after a claim was made against that contract by Plaintiff, Defendant Miller-Hanover interfered in those fixed contractual relations by altering or amending UIM rejection forms after the fact which allowed Progressive to deny UIM coverage benefits.

with contractual relations involving Defendant Progressive Northern Insurance Company. Requests two (2) through eight (8) of the proposed subpoena however are not likely to lead to the discovery of admissible evidence considering the nature of the claims made by Plaintiffs, and production of such items would pose an unreasonable burden on Chief Weigand.

Accordingly, Plaintiff's objections to Defendant Progressive Northern Insurance Company's subpoena duces tecum are sustained in part and denied in part. Chief Michael E. Weigand's motion for protective order is granted in part and denied in part. Defendants shall be entitled to take the deposition either verbally or through written interrogatories of Chief Michael E. Weigand. Defendant Progressive Northern Insurance Company shall be permitted to depose Chief Michael E. Weigand with respect to his application for motorcycle insurance to include inquiry into the disputed UIM rejection forms, their execution, the content of the forms, and what was produced to Chief Weigand.

Although Defendant Miller-Hanover has not issued a subpoena nor a notice of deposition to Chief Michael E. Weigand, in the interests of judicial economy and by virtue of Defendant Miller-Hanover's participation in these proceedings in support of Defendant Progressive's request for information,⁸ the Court finds that Defendant Miller-Hanover shall also be able to depose Chief Michael E. Weigand with inquiry into the nature of his contractual relationship with Progressive Northern Insurance Company, his application for insurance with Progressive Northern Insurance Company, the documents he signed, the application he submitted, how and to whom the application was submitted, and reasonable inquiry into the application process followed by the Chief and Miller-Hanover, and the documents which were produced by Miller-Hanover on his behalf including the contents of those documents. Chief Weigand shall be subject to only one deposition to be attended by all parties.

Neither Defendant Progressive Northern Insurance Company nor Defendant Miller-Hanover will be entitled to the records requested in items two (2) through eight (8) of the subpoena issued July 8, 2010, as set forth in Michael E. Weigand's motion for protective order.

⁸ Indeed, in Miller-Hanover's brief it noted it reserved the right to seek its own discovery of Chief Weigand.

ORDER

AND NOW, this 19th day of October, 2010, for the reasons set forth in the attached Opinion, it is hereby ORDERED that:

1. Plaintiff's Objections to Defendant Progressive Northern Insurance Company's subpoena duces tecum are sustained in part and denied in part.
2. Chief Michael E. Weigand's Motion for Protective Order is granted in part and denied in part.
3. Chief Michael E. Weigand shall make a reasonable search for documents within his possession which relate to his application for insurance for Progressive policy number 41566085-5. Chief Weigand shall produce any copies found as a result of his reasonable search for those documents. In the event he does not have any such documents he will notify the parties to this case through his counsel.
4. The Defendants are not entitled to receive items identified in a request two (2) through eight (8) of the proposed subpoena or in the notice to appear for deposition.
5. Defendants shall be entitled to take the deposition, either verbally or through written interrogatories, of Chief Michael E. Weigand. Defendant Progressive Northern Insurance Company shall be permitted to depose Chief Weigand with respect to his application for the motorcycle insurance policy at issue to include inquiry into the disputed UIM rejection forms, their execution, their content, and what documents were produced by Defendant Miller-Hanover or Defendant Progressive to Chief Weigand and when. Defendant Miller-Hanover shall be entitled to depose Chief Weigand with inquiry into the nature of his contractual relationship with Defendant Progressive Northern Insurance Company, the policy at issue, the documents Chief Weigand signed with respect to the policy at issue, the application he submitted for motorcycle insurance coverage via Defendant Miller-Hanover to Progressive Northern Insurance Company, how, to whom, and by whom the application was submitted to Progressive Northern Insurance Company, as well as reasonable inquiry into the application process followed by Chief Weigand and Defendant Miller-Hanover, as well as inquiry into the documents which were produced by Defendant Miller-

Hanover, or Progressive Northern Insurance Company on Chief Weigand's behalf including the contents of those documents.

6. Chief Weigand shall be subject to only one (1) deposition to be scheduled at a time convenient to all parties and to be attended by all parties.
7. Neither Defendant Progressive Northern Insurance Company nor Defendant Miller-Hanover will be entitled to the records requested in items two (2) through eight (8) of the subpoena issued July 8, 2010. In this respect Chief Michael E. Weigand's Motion for Protective Order is granted.

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-956 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 29th day of April, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-956

PEOPLES BANK

vs.

JOHN A. TOPPER & MARY JO
TOPPER & WILLIAM H. GEMMILL &
THE UNITED STATES OF AMERICA

2214 STONEY POINT ROAD
EAST BERLIN, PA 17316
READING TOWNSHIP

Parcel No.: 36-K05-0039

IMPROVEMENTS THEREON: LAND

JUDGEMENT AMOUNT: \$59,681.92
PLUS COSTS

Attorneys for Plaintiff

GRIEST, HIMES, HERROLD,
SCHAUMANN, FERRO, LLP
717-864-8856

SEIZED and taken into execution as
the property of **John A. Topper & Mary
Jo Topper and William H. Gemmill** and
to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND
CLAIMANTS: You are notified that a
schedule of distribution will be filed by the
Sheriff in his office on May 20, 2011, and
distribution will be made in accordance
with said schedule, unless exceptions are
filed thereto within 20 days after the filing
thereof. Purchaser must settle for prop-
erty 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, which-
ever may be the higher, shall be paid
forthwith to the Sheriff.

3/25, 4/1 & 8

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-1519 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 29th day of April, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-1519

US BANK NATIONAL ASSOCIATION

vs.

JOHN S. RUTHERFORD &
LEE ANNE RUTHERFORD
320 WAYNESBORO PIKE
FAIRFIELD, PA 17320-9483
LIBERTY TOWNSHIP

Parcel No.: 25-C18-0053---000

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGEMENT AMOUNT: \$338,028.00
PLUS COSTS

Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
215-563-7000

SEIZED and taken into execution as
the property of **John S. Rutherford &
Lee Anne Rutherford** and to be sold by
me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND
CLAIMANTS: You are notified that a
schedule of distribution will be filed by the
Sheriff in his office on May 20, 2011, and
distribution will be made in accordance
with said schedule, unless exceptions are
filed thereto within 20 days after the filing
thereof. Purchaser must settle for prop-
erty 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, which-
ever may be the higher, shall be paid
forthwith to the Sheriff.

3/25, 4/1 & 8

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 09-S-1431 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 29th day of April, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 09-S-1431

JERZY WIRTH ASSIGNEE OF PNC
BANK NATIONAL ASSOCIATION

vs.

TILLIE PIERCE HOUSE LLC
301-303 BALTIMORE STREET
GETTYSBURG, PA 17325
GETTYSBURG BOROUGH

Parcel No.: 16-010-0354---000

IMPROVEMENTS THEREON:
COMMERCIAL BUILDING

JUDGEMENT AMOUNT: \$314,703.87
PLUS COSTS

Attorneys for Plaintiff

PATRONO & ASSOCIATES, LLC
717-334-8098

SEIZED and taken into execution as
the property of **Tillie Pierce House LLC**
and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND
CLAIMANTS: You are notified that a
schedule of distribution will be filed by the
Sheriff in his office on May 20, 2011, and
distribution will be made in accordance
with said schedule, unless exceptions are
filed thereto within 20 days after the filing
thereof. Purchaser must settle for prop-
erty 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, which-
ever may be the higher, shall be paid
forthwith to the Sheriff.

3/25, 4/1 & 8

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-1110 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 29th day of April, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-1110

BANK OF NEW YORK MELLON
TRUST COMPANY NA

vs.

DENNIS L. WARD & DEBRA WARD

4 APPLER COURT
LITTLESTOWN, PA 17340
LITTLESTOWN BOROUGH

Parcel No.: 27-004-0103

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGEMENT AMOUNT: \$284,521.29

Attorneys for Plaintiff

MILSTEAD & ASSOCIATES, LLC
856-482-1400

SEIZED and taken into execution as the property of **Dennis L. Ward & Debra Ward** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on May 20, 2011, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale 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.

4/1, 8 & 15

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-2513 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 29th day of April, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution
No. 10-S-2513

B & A DEVELOPMENT COMPANY
vs.

LAURIE WOODS

929 JOHNS AVENUE
GETTYSBURG, PA 17325
MT. JOY TOWNSHIP

Parcel No.: (16)014-0056

IMPROVEMENTS THEREON:
RESIDENTIAL DWELLING

JUDGEMENT AMOUNT: \$38,243.45

Attorneys for Plaintiff

UDREN LAW OFFICES, PC
856-669-5400

SEIZED and taken into execution as the property of **Laurie A. Woods** and to be sold by me.

James W. Muller-Sheriff
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on May 20, 2011, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale 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.

4/1, 8 & 15

FICTITIOUS NAME NOTICE

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Pennsylvania's "Fictitious Names Act", 54 Pa. C.S.A. §§ 301 et seq., of the filing of an Application for Registration of Fictitious Name under the said Act. The fictitious name is **BALTIMORE STREET RETREAT**. The address of the principal office or place of business to be carried on under or through the fictitious name is 404 Baltimore Street, Gettysburg, Adams County, Pennsylvania 17325. The name and address of the party to the registration is Mr. G's Flavor Freeze, Inc., 80 Hounds Run, Gettysburg, Adams County, Pennsylvania 17325. An application for registration under the Fictitious Names Act of the said fictitious name was filed in the Office of the Secretary of the Commonwealth of Pennsylvania on March 19, 2011.

Campbell & White, P.C.
112 Baltimore Street
Gettysburg, PA 17325
Attorneys for Applicant

4/8

INCORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on or about March 31, 2011, for the incorporation of JDM CONCRETE, INC. under the Pennsylvania Business Corporation Law of 1988. The corporation shall engage in the business of concrete construction, together with any legal function of a corporation under PA law. The initial registered office of the corporation is 1865 Hilltown Rd., Biglerville, PA 17307.

Thomas R. Nell, Esq.

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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 MYRON PARKER BOWMAN, JR., DEC'D**

Late of the Borough of Carroll Valley, Adams County, Pennsylvania

Executor: Sidonia Bowman, c/o Scott A. Ruth, Esq., 4 High St., Hanover, PA 17331

Attorney: Scott A. Ruth, Esq., 4 High St., Hanover, PA 17331

ESTATE OF AILEEN E. FOLEY, DEC'D

Late of the Borough of Carroll Valley, Adams County, Pennsylvania

Executrix: Rosemary A. Foley, 2235 Minneapolis Avenue, Minneapolis, MN 55406

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

ESTATE OF JOSEPH W. MATULEVICH, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: John Hughes, c/o Robert Clofine, Esq., Elder Law Firm of Robert Clofine, 120 Pine Grove Commons, York, PA 17403

Attorney: Robert Clofine, Esq., Elder Law Firm of Robert Clofine, 120 Pine Grove Commons, York, PA 17403

ESTATE OF EDWARD L. SPANGLER, DEC'D

Late of Union Township, Adams County, Pennsylvania

Executrix: Linda S. Mummert, 45 Brierwood Blvd., Hanover, PA 17331

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

SECOND PUBLICATION**ESTATE OF MARY S. GEORGE a/k/a MARY SUSAN GEORGE, DEC'D**

Late of Liberty Township, Adams County, Pennsylvania

Executor: Richard L. George, c/o R. Thomas Murphy & Associates, P.C., 2005 East Main Street, Waynesboro, PA 17268

Attorney: Richard L. George, Esq., R. Thomas Murphy & Associates, P.C., 2005 East Main Street, Waynesboro, PA 17268

ESTATE OF MILDRED ELIZABETH HOAK, DEC'D

Late of Reading Township, Adams County, Pennsylvania

Executrix: Linda K. Hoak, 605 Fish & Game Road, East Berlin, PA 17316

Attorney: Clayton R. Wilcox, Esq., P.O. Box 176, Littlestown, PA 17340

ESTATE OF FREDERIC RONALD HOUCK, DEC'D

Late of Latimore Township, Adams County, Pennsylvania

Executor: Richard C. Houck, 108 Sweetwater Oaks, Peachtree City, GA 30269

ESTATE OF THERESA J. IRVIN a/k/a TERESA J. IRVIN, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: Robert P. Villarreal, 5978 Fairway Drive West, Fayetteville, PA 17222

Attorney: Jan G. Sulcove, Esq., 82 West Queen Street, Chambersburg, PA 17201

ESTATE OF NAOMI REBECCA PROSSER, DEC'D

Late of Latimore Township, Adams County, Pennsylvania

Executor: Edward L. Prosser, 3055 Turnpike Road, Elizabethtown, PA 17022

Attorney: John C. Zepp, III, Esq., P.O. Box 204, 8438 Carlisle Pike, York Springs, PA 17372

ESTATE OF THOMAS DAMON ROSE, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: Jeffrey Wickham, 145 Locust Grove Road, Dillsburg, PA 17019

Attorney: Chester G. Schultz, Esq., 145 Baltimore Street, Gettysburg, PA 17325

ESTATE OF ELMER G. SCHWERING, DEC'D

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Executor: Samuel A. Garrett, 330 Mathias Rd., Littlestown, PA 17340

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

ESTATE OF MARY T. YOUNG, DEC'D

Late of Mt. Joy Township, Adams County, Pennsylvania

Co-Executors: Francis H. Young, Jr., 6664 Laurel Lake Road, Brackney, PA 18812; Gina A. Servant, 1554 Falling Brook Court, Odenton, MD 21113

Attorney: Ronald J. Hagarman, Esq., 110 Baltimore Street, Gettysburg, PA 17325

THIRD PUBLICATION**ESTATE OF FREDA J. BENNER, DEC'D**

Late of Straban Township, Adams County, Pennsylvania

Executors: Robert L. Rohrbaugh and Ann M. Rohrbaugh, 298 Middle Creek Road, Fairfield, PA 17320

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

ESTATE OF JOHN M. BUHRMAN, JR. a/k/a JOHN BUHRMAN, JR., DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: Donald R. Buhrman, c/o Jared S. Childers, Esq., R. Thomas Murphy & Associates, P.C., 2005 East Main Street, Waynesboro, PA 17268

Attorney: Jared S. Childers, Esq., R. Thomas Murphy & Associates, P.C., 2005 East Main Street, Waynesboro, PA 17268

ESTATE OF BETTY J. CLAPSADDLE, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Executors: G. Darlene Bair and Donald P. Bair, 226 Centennial Road, Gettysburg, PA 17325; Charlotte Devilbiss, 6129 Taneytown Pike, Taneytown, MD 21787

Attorney: Robert E. Campbell, Esq., Campbell & White, P.C., 112 Baltimore Street, Suite 1, Gettysburg, PA 17325-2311

THIRD PUBLICATION (CONTINUED)**ESTATE OF CARMENA L. HESS, DEC'D**

Late of Oxford Township, Adams
County, Pennsylvania

Trustee: Robert C. Hess, 135
Netherwood Drive, Coatesville, PA
19320

Attorney: Susan E. Lederer, Esq.,
5011 Locust Lane, Harrisburg, PA
17109

**ESTATE OF CARRIE E. MUMMERT,
DEC'D**

Late of Oxford Township, Adams
County, Pennsylvania

Co-Executors: Mary Ann Mummert
and David Irvin Mummert, 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 ANTONIO PALMONARI,
DEC'D**

Late of Hamilton Township, Adams
County, Pennsylvania

Dale V. Palmonari, 1014 West Third
Street, Washington, MO 63090

Attorney: Thomas R. Nell, Esq., 340
Nell Road, East Berlin, PA 17316

**ESTATE OF MILDRED L. SEIFERT
a/k/a MILDRED LUCILLE SEIFERT,
DEC'D**

Late of Conewago Township, Adams
County, Pennsylvania

Executor: Harry P. Seifert, c/o Douglas
H. Gent, Esq., Law Offices of
Douglas H. Gent, 1157 Eichelberger
Street, Suite 4, Hanover, PA 17331

Attorney: Douglas H. Gent, Esq., Law
Offices of Douglas H. Gent, 1157
Eichelberger Street, Suite 4,
Hanover, PA 17331

**ESTATE OF HARVEY R. STOVER a/k/a
HARVEY R. STOVER, JR., DEC'D**

Late of Hamilton Township, Adams
County, Pennsylvania

Executor: Jerry Kimmel, c/o John M.
Hamme, Esq., 1946 Carlisle Road,
York, PA 17408

Attorney: John M. Hamme, Esq., 1946
Carlisle Road, York, PA 17408

**ESTATE OF PAULINE H. WHISTLER,
DEC'D**

Late of Cumberland Township, Adams
County, Pennsylvania

Executrix: Faye C. Bixler, c/o Thomas
M. Shultz, Esq., Shultz Law Firm,
LLC, 215 Baltimore Street, Hanover,
PA 17331

Attorney: Thomas M. Shultz, Esq.,
Shultz Law Firm, LLC, 215 Baltimore
Street, Hanover, PA 17331