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PUBLIC NOTICE TO
ERICA MARIE ALICEA

In Re: Adoption of Nevaeh Tnes Alicea-Smallwood, A Minor

A petition has been filed asking the Court to put an end to all rights you have as a parent to your child, Nevaeh Tnes Alicea-Smallwood. An Involuntary Termination of Parental Rights Hearing has been scheduled for October 29, 2012, at 9:30 a.m., in Courtroom No. 12, of the York County Judicial Center, 45 North George Street, York, Pennsylvania, to terminate your parental rights to Nevaeh Tnes Alicea-Smallwood (DOB June 29, 2009), whose Father is Manuel Terray Smallwood and whose Mother is Erica Marie Alicea. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the Court without you being present. You have a right to be represented at the hearing by a lawyer. 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 to find out where you can get legal help.

Jane Madison

Family Court Administration Office
York County Court of Common Pleas
York County Judicial Center
45 North George Street
York, PA 17401
Telephone Number: 717-771-9360

Martin Miller, Esq.

Solicitor for York County Offices of
Children, Youth & Families

9/21, 28 & 10/5

HAYS ET AL VS. HAYS ET AL

1. The Pennsylvania Superior Court recently held that the statute of limitations begins to run as soon as the right to institute and maintain a suit arises; a lack of knowledge, mistake, or understanding does not toll the running of the statute of limitations.

2. However, Pennsylvania jurisprudence has created an exception to the statute of limitations known as the discovery rule. The rule provides that the applicable statute of limitations does not commence until the plaintiff knows or reasonably should know that he has been injured and that his injury has been caused by another party's conduct.

3. When reasonable minds would not differ that the plaintiff has failed to exercise due diligence in ascertaining the existence of his injury, the court can decide the matter rather than submit it to the jury.

4. It is true that fraud or active concealment can operate to toll the statute of limitations. However, mere silence in the absence of a duty to speak cannot suffice to prove fraudulent concealment.

5. The clear object of Pennsylvania's statute of frauds is to prevent the assertion of verbal understandings in the creation of interest in land and to obviate the opportunity for fraud and perjury.

6. Undoubtedly, Pennsylvania law recognizes exceptions to the statute of frauds in rare instances. One such instance is where the seller admits there was an oral agreement for the sale of property or has otherwise waived the statute of frauds defense. Nevertheless, in order to take an oral contract for real estate out of the statute, the plaintiff's evidence must be complete and satisfy numerous elements. See *Kurland*, 533 A.2d at 1373.

7. In order to succeed on a claim of unjust enrichment, the plaintiff must prove: (1) benefits conferred on defendant by plaintiff, (2) appreciation of such benefits by the defendant, and (3) acceptance and retention of such benefits under such circumstances that it would be inequitable for the defendant to retain the benefit without payment of the value.

8. The recovery under a theory of unjust enrichment is measured by the value of the benefit to the owner of the services and chattels provided by the plaintiff, not by the cost of the services provided by plaintiffs.

9. The Commonwealth Court confirmed that a third party's retention of benefits without paying any compensation to the party which conferred the benefits would not be unjust if the owner did not contract directly with or mislead the other party.

In the Court of Common Pleas of Adams County, Pennsylvania, Civil, No. 07-S-895, L. WALTER HAYS III, DAVID L. HAYS, AND DOUGLAS HAYS VS. L. WALTER HAYS JR., ELIZABETH J. HAYS, AND MARGUERITE BUCH.

James M. Stein, Esq., for Plaintiffs

Marisa G. Button, Esq., for Defendants

George, J., April 27, 2012

OPINION

This litigation arises from a family dispute over ownership of the Piney Apple Golf Course (“Piney Apple”) located in Menallen Township, Adams County, Pennsylvania. In approximately 1964, Defendants L. Walter Hays Jr. and Elizabeth J. Hays (“Defendant Hays”) began constructing a golf course on the Menallen Township property. At all times relevant to this litigation, Defendant Hays were the parents of five children including sons L. Walter Hays III, David L. Hays, and Douglas Hays (“Plaintiffs”). The remaining children included two daughters, Defendant Marguerite Buch (“Defendant Buch”) and Betsy Hays who is not a party to this litigation. According to the Complaint, from their youngest days, all the Hays children contributed innumerable hours assisting in the construction of Piney Apple. They claim that they continued providing significant labor and resources for completion of the golf course after they reached the age of maturity. Plaintiffs claim they were never compensated for any of this work, but rather continued in their efforts based upon representations by Defendant Hays that the golf course was their legacy and, once completed, would be divided equally among the children.¹ On May 2, 2002, Defendant Hays deeded the Piney Apple property solely to Defendant Buch. Plaintiffs claimed to have only learned of this transaction in the summer of 2004.

On July 27, 2007, Plaintiffs instituted suit seeking compensation for their efforts in completion of Piney Apple Golf Course. The Complaint alleges a claim for specific performance against all parties seeking equal ownership in the land and business. In Count II of the Complaint, Plaintiffs allege breach of contract against Defendant Hays seeking an equal share of the current value of the land and business. Count III of the Complaint is a claim of unjust enrichment against Defendant Buch which seeks compensation in an amount equal to the market value of each child’s share in the property. Finally, in Count IV, Plaintiffs allege a claim against all Defendants for unjust enrichment seeking compensation for their labor. The pleadings have closed and this matter is ready for trial which is scheduled for the term beginning April 30, 2012. Currently before

¹ Defendants contest this claim alleging that after reaching maturity, the Plaintiffs were paid for their services through wages, quid pro quo services, or use of Defendant Hays’ equipment.

the Court is Defendant Hays' Motion for Summary Judgment filed on April 9, 2012.

Defendant Hays seek summary judgment on Count II alleging that the applicable statute of limitations had expired prior to the filing of the Complaint. They point out that the property was transferred to Defendant Buch on May 2, 2002, while suit was not initiated until July 27, 2007—a period of five years, two months, and 25 days after transfer of the property. Defendant Hays cite 42 Pa. C.S.A. § 5526 which provides that an action on a contract for the sale of property must be commenced within five years. Although Plaintiffs concede they did not file their action within five years of the transfer of the property from Defendant Hays to Defendant Buch, they suggest that the Defendants utilized the wrong date when calculating the limitations period. They argue that the statute did not begin to run until approximately 2004 when Plaintiffs first discovered the transfer of real estate between the Defendants. Plaintiffs further suggest that the breach of contract did not occur until Defendant Buch refused to transfer the property to the remaining siblings in 2006. Thus, they conclude the cause of action did not accrue until 2006.

The Pennsylvania Superior Court recently discussed the law of the statute of limitations as follows:

The statute of limitations begins to run as soon as the right to institute and maintain a suit arises; a lack of knowledge, mistake, or understanding does not toll the running of the statute of limitations. It is the duty of the party asserting a cause of action to use all reasonable diligence to properly inform himself of the facts and circumstances upon which the right of recovery is based and to institute suit within the prescribed period.

Cappelli v. York Operating, Inc., 711 A.2d 481, 485 (Pa. Super. 1998). However, Pennsylvania jurisprudence has created an exception to the statute of limitations known as the discovery rule. The rule provides that the applicable statute of limitations does not commence until the plaintiff knows or reasonably should know that he has been injured and that his injury has been caused by another party's conduct. *Id.* The party invoking the discovery rule has the burden of proving its application and establishing that they acted within reasonable diligence in determining the fact of injury but nevertheless

was unable to ascertain it. *Weik v. Estate of Brown*, 794 A.2d 907, 909 (Pa. Super. 2002). Although the rule's application is generally a factual determination for the jury, "when reasonable minds would not differ that the plaintiff has failed to exercise due diligence in ascertaining the existence of his injury, the court can decide the matter rather than submit it to the jury." *Id.* A.2d at 909.

Although at first glance it appears Plaintiffs' claim might prompt a factual issue as to the reasonableness and time of the actual discovery of the deed transfer, a closer inspection of the uncontested facts negates any such issue. Specifically, it is uncontested that a deed transferring the property from Defendant Hays to Defendant Buch was executed on May 2, 2002. There is also no factual dispute that the deed was recorded in the Adams County Recorder's Office on May 6, 2002.² Our appellate courts have instructed that the primary purpose of the act of recording a deed is to give the public notice of the title holder of the property. *Mancine v. Concord-Liberty Savings & Loan Assoc.*, 445 A.2d 744, 746 (Pa. Super. 1982). The act of recording therefore places third parties with constructive knowledge of the transaction. *Weik v. Estate of Brown*, 794 A.2d at 910. As such, the statute of limitations for one seeking to recover on a breach of contract related to the transfer of property commences at the time the recording of the deed effectuates constructive notice. *Id.* at 911.

Plaintiffs argue that they should not be imputed with constructive notice where there were efforts at active concealment on behalf of the Defendants. It is true that fraud or active concealment can operate to toll the statute of limitations. *Hayward v. Medical Center of Beaver Co.*, 608 A.2d 1040 (Pa. 1992). However, "[mere] silence in the absence of a duty to speak ... cannot suffice to prove fraudulent concealment." *Sevin v. Kelshaw*, 611 A.2d 1232, 1236 (Pa. Super. 1992). All references in the record cited by Plaintiffs to concealment, even if presumed to be true, relate to actions predating the 2002 deed transfer. Subsequent to May 2002, Plaintiffs can only reference mere silence on the part of the Defendants. However, as previously noted, the same is insufficient to defeat application of the statute of limitations.

Plaintiffs' argument that the breach did not occur until Defendant Buch refused to transfer the property into the names of all children

² The deed was recorded in the Adams County Recorder's Office at Deed Book 2649, pg. 0121.

can be summarily disposed of through reference to Plaintiffs' Complaint. Count II is clearly based upon a claim that Defendant Hays breached an alleged agreement to divide the property among all children when they deeded the property to only one child. Thus, Count II of the Complaint, by its own language, identifies the date of breach as May 2, 2002 and solely identifies the breaching party as Defendant Hays. Plaintiffs' current argument that Defendant Buch committed the actual breach at a later date is meritless as it is contrary to the specific allegations and legal theory identified in the Complaint. Accordingly, summary judgment in favor of Defendant Hays on Count II is appropriate.

Defendant Hays additionally seek summary judgment on the remaining counts against them based upon similar claims that the actions are barred by the statute of limitations. Disposition of this issue will be aided by an understanding of the causes of action pursued by Plaintiffs.

Count I of the Complaint alleges a cause of action for specific performance. In order to succeed on such a claim, the Plaintiffs must prove that there was a valid agreement between the parties that there was a breach of the agreement, and that the Plaintiffs do not have an adequate remedy at law. *Lower v. Lower*, 584 A.2d 1028 (Pa. Super. 1991). Thus, 42 Pa. C.S.A. § 5526 provides that a cause of action for the specific performance of a contract for the sale of real property must be commenced within five years. As Defendant Hays cannot possibly enter an agreement for the sale of real property to which they no longer possess title, it is inconceivable that a claim for specific performance against Defendant Hays could arise subsequent to May 2, 2002 when they transferred their legal interest in the property to Defendant Buch. Accordingly, Defendant Hays' Motion for Summary Judgment in their favor on Count I is well placed.

Similarly, in order to succeed on a claim for unjust enrichment, a plaintiff must prove: (1) benefits conferred on the defendant by the plaintiff, (2) appreciation of such benefits by the defendant, and (3) acceptance and retention of such benefits under such circumstances that it would be inequitable for the defendant to retain the benefit without payment of value. *Limbach Co., LLC v. City of Philadelphia*, 905 A.2d 567, 575 (Pa. Cmwlth. 2006). The applicable statute of limitations for such a cause of action is four years. *Cole v. Lawrence*,

701 A.2d 987, 989 (Pa. Super. 1997) (applying the four-year statute of limitations under 42 Pa. C.S.A. § 5525 to an unjust enrichment action). Although the Complaint is replete with allegations of benefits conferred on Defendant Hays by the Plaintiffs and appreciation of those benefits by Defendant Hays, there is no factual issue that all such benefits to Defendant Hays occurred prior to the May 2, 2002 transfer of real estate. Subsequent to that date, Defendant Hays no longer owned the allegedly benefited property. As Plaintiffs' several causes of action against Defendant Hays must have accrued prior to May 2, 2002, the current litigation against Defendant Hays is barred by Plaintiffs' failure to commence the respective action within the applicable statute of limitations.

Defendant Buch seeks summary judgment in her favor on Plaintiffs' cause of action for specific performance alleging that the claim is barred by the statute of frauds. Defendant Buch correctly notes that in order for Plaintiffs to be successful on a claim for specific performance, they must prove that Defendant Buch violated a valid agreement for which the Plaintiffs do not have an adequate remedy at law. Defendant Buch argues that the only allegation in the Complaint that can possibly be construed as an agreement between her and the Plaintiffs is the claim that an agreement occurred during a meeting between the siblings in January of 1994. The Complaint alleges that at this meeting, the siblings "agreed that, if the golf course were ever deeded to less than all of the children, that child would then work with the others to create a corporation so that each child would have equal ownership." Defendant Buch denies such an agreement but also argues that even if this allegation was true, it clearly relates to a contract for the transfer of land which is barred by the statute of frauds as it is not memorialized in writing. Plaintiffs suggest that Defendant Buch's argument is misplaced because the statute of frauds does not preclude enforcement of an agreement if the existence of the agreement has been admitted by the parties.

The statute of frauds provides in effect that no agreement for sale or transfer of real estate will be enforced unless it is in writing and signed by the parties. 33 P.S. § 1; *Fannin v. Cratty*, 480 A.2d 1056, 1058 (Pa. Super. 1984). The clear object of Pennsylvania's statute of frauds is to prevent the assertion of verbal understandings in the creation of interest in land and to obviate the opportunity for fraud and

perjury. *Firetree, Ltd. v. Dept. of General Services*, 978 A.2d 1067, 1073 (Pa. Cmwlth. 2009). As enunciated by our Supreme Court:

The [S]tatute of Frauds is simple and intelligible. Every mind is capable of understanding that contracts about land, ... must be in writing ... And what rule is more reasonable? Land is the most important and valuable kind of property.

Kurland v. Stolker, 533 A.2d 1370, 1372 (Pa. 1987). Instantly, Plaintiffs' claim of an agreement between the parties to transfer land is precisely the type of claim that falls under the statute.

As mentioned, Plaintiffs' claim that where the parties admit the existence of an agreement, the statute of frauds does not preclude an oral contract's enforcement. They further suggest that because the Defendants have admitted the existence of an agreement, summary judgment is inappropriate. Although this claim is legally sound, it lacks factual support in the current record.

Undoubtedly, Pennsylvania law recognizes exceptions to the statute of frauds in rare instances. As Plaintiffs properly point out, one such instance is where the seller admits there was an oral agreement for the sale of property or has otherwise waived the statute of frauds defense. *Firetree, Ltd.*, 978 A.2d at 1074. Nevertheless, in order to take an oral contract for real estate out of the statute, the plaintiff's evidence must be "complete" and satisfy numerous elements identified as follows:

The terms of the contract must be shown by full, complete, and satisfactory proof. The evidence must define the boundaries and indicate the quantity of the land. It must fix the amount of the consideration. It must establish the fact that possession was taken in pursuance of the contract, and, at, or immediately after the time it was made, the fact that the change of possession was notorious, and the fact that it had been exclusive, continuance, and maintained. And it must show performance or part performance by the vendee which could not be compensated in damages, and as such would make rescission inequitable and unjust.

Kurland, 533 A.2d at 1373.

In support of their argument, Plaintiffs point to various proof in the record as to admissions of an understanding between the parties. The problem, however, is that Plaintiffs attribute the action of one Defendant to all Defendants. For instance, potential acknowledgments as to the existence of an agreement between the parties are all linked to Defendant Hays. A painstaking review of the record has failed to reveal any acknowledgment of the existence of an agreement attributable to Defendant Buch. In fact, to the contrary, Defendant Buch specifically denied the existence of any such agreement. Deposition of Marguerite Buch, August 12, 2010, pg. 17.

Just as importantly, Plaintiffs' interpretation of the discussions in January 1994 are in general terms and nonspecific. Each Plaintiff generally describes the agreement as being that if Defendant Hays left the property to one sibling, that sibling would form a corporation and divide the property in equal shares for all siblings. Any further descriptive terms are absent. There is certainly no description in the record of a full, complete understanding between the parties. Indeed, there is no way to read into the evidence about any of the essential terms identified in *Kurland*. Accordingly, the general rule that one who holds an oral contract for the sale of real estate is not entitled to specific performance, *Polka v. May*, 118 A.2d 154, 156 (Pa. 1955), will be applied currently and summary judgment on Count I will be entered in favor of Defendant Buch.

Finally, Defendant Buch seeks summary judgment on Plaintiffs' causes of action for unjust enrichment. The Complaint alleges unjust enrichment in Count III solely against Defendant Buch and describes a duty to deed ownership of the property on the part of Defendant Buch to Plaintiffs. Count III seeks damages as the market value of "each child's equal share in the value of the land and the business." In Count IV of the Complaint, Plaintiffs pursue a theory of unjust enrichment seeking payment for the value of the labor provided by each child in completing Piney Apple.

In order to succeed on a claim of unjust enrichment, the plaintiff must prove: (1) benefits conferred on defendant by plaintiff, (2) appreciation of such benefits by the defendant, and (3) acceptance and retention of such benefits under such circumstances that it would be inequitable for the defendant to retain the benefit without payment of the value. *Mitchell v. Moore*, 729 A.2d 1200, 1203-1204

(Pa. Super. 1999). When evaluating an unjust enrichment claim, the intent of the parties is irrelevant. *Id.* The recovery under a theory of unjust enrichment is measured by the value of the benefit to the owner of the services and chattels provided by the plaintiff, not by the cost of the services provided by plaintiffs. *D.A. Hill Co. v. CleveTrust Realty Investors*, 573 A.2d 1005, 1009 (Pa. 1990). Thus, the relief sought by Plaintiffs in Count III is not appropriate under a claim for unjust enrichment. Since Count III is otherwise repetitive of Count IV, and adds nothing to this litigation, it will be stricken.

Defendant Buch seeks summary judgment on Count IV alleging that Plaintiffs' evidence fails to meet the elements of unjust enrichment as a matter of law. Plaintiffs' attempt to proceed against Defendant Buch under an unjust enrichment theory that they conferred significant benefits on Defendant Hays which ultimately appreciated to the benefit of Defendant Buch. Plaintiffs urge that the acceptance and retention of the golf course by Defendant Buch without remuneration to Plaintiffs would be inequitable. Thus, whether Plaintiffs' action may proceed turns on the issue of the appropriateness of holding Defendant Buch accountable for benefits initially conferred on Defendant Hays but ultimately inuring to Defendant Buch.

In *Limbach Co., LLC v. City of Philadelphia*, 905 A.2d 567 (Pa. Cmwlth. 2006), the Commonwealth Court confirmed that a third party's retention of benefits without paying any compensation to the party which conferred the benefits would not be unjust if the owner did not contract directly with or mislead the other party. "[T]he mere fact that one party benefits from the act of another is not of itself sufficient to justify restitution. There must also be an injustice in permitting the benefit to be retained without compensation." *Meehan v. Cheltenham Twp.*, 189 A.2d 593, 596 (Pa. 1963).

Applying this instruction instantly, I find that Plaintiffs' cause of action for unjust enrichment against Defendant Buch may proceed with some limitations. If Plaintiffs' allegations are true, they permit an implication that during the January 1994 meeting between siblings, Defendant Buch led Plaintiffs to believe that if they continued to provide labor to the construction of Piney Apple, she would share the property equally with the others if the property was solely deeded to her. Thus, a genuine issue of material fact exists concerning

whether Defendant Buch misled Plaintiffs to believing their continued rendering of benefits to the property would ultimately be shared among all siblings.

However, there is no dispute in the evidence that such representation by Defendant Buch, if made, did not occur until January 1994. As such, while the Court will permit the unjust enrichment claim to proceed further, it will be limited for benefits conferred to the property and appreciated by the Defendant subsequent to January 1994. Additionally, under the instruction of *D.A. Hill*, the amount of recovery, if any, will be measured by the value of the benefit to Defendant Buch, not by the value of the services rendered.

For the foregoing reasons, the attached Order is entered.³

ORDER

AND NOW, this 27th day of April 2012, it is hereby Ordered that Defendants' Motion for Summary Judgment is granted in part and denied in part. The Motion is granted in regard to Counts I, II, and III. Accordingly, on Counts I, II, and III, judgment is entered in favor of all Defendants. Additionally, the Motion is granted as it applies to Defendants L. Walter Hays Jr. and Elizabeth J. Hays on Count IV and judgment is entered in their favor on Count IV. The Motion is further granted on Count IV as it applies to Defendant Marguerite Buch for any damages occurring prior to January 1994. The Motion for Summary Judgment is denied on Count IV as it applies to Defendant Marguerite Buch for damages arising subsequent to January 1994.

Jury selection in this matter scheduled for April 30, 2012 is cancelled. A non-jury trial shall be held on the dates previously scheduled for trial, specifically, May 9 and 10, 2012.

³ As a result of the disposition of Defendants' Motion for Summary Judgment, the sole remaining cause of action is a claim cognizable in equity. As there is no constitutional right to a jury trial in cases cognizable in equity, *Rossenberg v. Rossenberg*, 419 A.2d 167 (Pa. Super. 1980), this matter will proceed to trial before a judge rather than a jury.

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 PAUL EUGENE CARL a/k/a PAUL E. CARL, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Co-Executors: Nelson Howard Leiphart, 678 Wenksville Road, Biglerville, PA 17307; Daniel Eugene Carl, 676 State Street, Lemoyne, PA 17043

Attorney: John J. Mooney III, Esq., Mooney & Associates, 230 York Street, Hanover, PA 17331

ESTATE OF RICHARD J. DICKSON, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executrix: Patricia Dickson, 34 West Mountain Top Drive, Orrtanna, PA 17353

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

ESTATE OF KATHERINE E. KELLER, DEC'D

Late of Menallen Township, Adams County, Pennsylvania

Executrix: Leslie G. Baust, 1419 Bendersville-Wenksville Road, Aspers, PA 17304

Attorney: John A. Wolfe, Esq., Wolfe & Rice, LLC, 47 West High Street, Gettysburg, PA 17325

ESTATE OF ELVA G. KUHN, DEC'D

Late of Germany Township, Adams County, Pennsylvania

Co-Executrices: Sandra Kuhns Sneeringer, 33 Ocker Avenue, Littlestown, PA 17340; Sharon Kuhns Rippman, 48 Cannon Lane, Gettysburg, PA 17325

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

ESTATE OF BEVERLY W. MANLEY, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executrix: Sharon Bilenki, 452 Seward Avenue, Baltimore, MD 21225

Attorney: Stonesifer and Kelley, P.C., 209 Broadway, Hanover, PA 17331

ESTATE OF STEPHANIE M. POTISK, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Steven F. Potisk, 2314 Persimmon Drive, Ijamsville, MD 21754

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

SECOND PUBLICATION

ESTATE OF NICHOLAS B. ADAMS, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Dennis Adams, c/o Barbara Jo Entwistle, Esq., Entwistle & Roberts, 66 West Middle Street, Gettysburg, PA 17325

Attorney: Barbara Jo Entwistle, Esq., Entwistle & Roberts, 66 West Middle Street, Gettysburg, PA 17325

ESTATE OF HELEN R. HEISER, DEC'D

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Executor: William E. Heiser, 260 Oakwood Drive, Spring Grove, PA 17362

Attorney: Alex E. Snyder, Esq., Barley Snyder LLP, 14 Center Square, Hanover, PA 17331

ESTATE OF LUCY K. HENDERSON, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Executrix: Sherri M. Henderson, 20 Ringneck Trail, Fairfield, PA 17320

Attorney: David C. Cleaver, Esq., Keller, Keller and Beck, LLC, 1035 Wayne Avenue, Chambersburg, PA 17201

ESTATE OF MARGIE M. LAUGHMAN, DEC'D

Late of Berwick Township, Adams County, Pennsylvania

Co-Executors: Patsy L. Kehr, 2259 Walnut Bottom Road, York, PA 17408; Stanley E. Laughman, 3284 Centennial Road, Hanover, PA 17331

Attorney: Stonesifer and Kelley, P.C., 209 Broadway, Hanover, PA 17331

ESTATE OF M. ARLENE REEVER a/k/a MILDRED ARLENE REEVER, DEC'D

Late of the Borough of York Springs, Adams County, Pennsylvania

Co-Executors: Frank J. Reever, 1426 Cranberry Road, York Springs, PA 17372; David A. Reever, 434 Braggtown Road, York Springs, PA 17372; Robert H. Reever, 6218 Colchester Road, Fairfax, VA 22030

Attorney: Katrina M. Luedtke, Esq., Mooney & Associates, 115 Carlisle Street, New Oxford, PA 17350

THIRD PUBLICATION

ESTATE OF THOMAS A. BROWN, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Co-Executors: Scott B. Brown, 24612 Tandem Drive, Damascus, MD 20873; Tab A. Brown, 2599 Fred Everett Road, Kinston, NC 28504

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

ESTATE OF FRANCIS C. KRESS, DEC'D

Late of Union Township, Adams County, Pennsylvania

Executrix: Joyce A. Kress, 1395 Littlestown Road, Hanover, PA 17331

Attorney: Stonesifer and Kelley, P.C., 209 Broadway, Hanover, PA 17331

ESTATE OF FRANCES W. ROELKE, DEC'D

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

Personal Representative: Mary Lou Coleman Philbin, P.O. Box 14, Dickerson, MD 20842

ESTATE OF ALMA L. SHAFFER, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Frank Lynn Shaffer, 3309 Caroline Drive, East Petersburg, PA 17520

Attorney: Alex E. Snyder, Esq., Barley Snyder LLP, 14 Center Square, Hanover, PA 17331

ESTATE OF MERLE E. WOLF, DEC'D

Late of Coneweg Township, Adams County, Pennsylvania

Executrix: Holly R. Albrecht, 270 South Walnut Street, Dallastown, PA 17313

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

