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No. 48

CASES REPORTED

RALPH MILLER d/b/a, OLDE YORK CLASSICS, Plaintiff
v. RONALD SCHOTLAND, Defendant

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Conversion – Fraud and Misrepresentation – UTPCPL



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RALPH MILLER d/b/a, OLDE YORK CLASSICS, Plaintiff v. RONALD SCHOTLAND, Defendant

Conversion – Fraud and
Misrepresentation – UTPCPL

No. 2009 - SU - 2418 - 01

1. Plaintiff restores classic cars. Schotland hired Plaintiff to restore a 1954 Jaguar for a maximum of 1,400 hours of labor. Schotland alleges that he paid for 1,400, but Miller refused to return the car, alleging that he incurred 2,206.9 hours of labor. Miller brought a collection action and Schotland counterclaimed. Miller filed Preliminary Objections which were sustained, in part, and overruled, in part.

In the Court of Common Pleas of York County Pennsylvania; **RALPH MILLER d/b/a, OLDE YORK CLASSICS, Plaintiff v. RONALD SCHOTLAND, Defendant.** Conversion – Fraud and Misrepresentation – UTPCPL.

COUNSEL OF RECORD:

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For the Plaintiff

CATHERINE CHAN, Esq.
For the Defendant

BORTNER, J., January 21, 2010

OPINION

I. Factual History

Plaintiff (Counterclaim Defendant) Ralph Miller is an adult individual working as a mechanic and the owner of Olde York Classics. Olde York Classics is located on West Clarke Avenue in York, Pennsylvania. Defendant (Counterclaim Plaintiff) Ronald Schotland is an adult individual residing in York County, Pennsylvania.

Mr. Miller operates a classic car restoration business and represents himself as an expert in the repair and restoration of classic cars. On August 24, 2005, Mr. Schotland purchased a 1954 Jaguar XK-120 Roadster with the Vehicle Identification Number 675733. He contacted Mr. Miller about repair work on the 1954 Jaguar, but Mr. Miller explained that he could not determine the cost without examining the vehicle. On November 20, 2005, Mr. Schotland brought the vehicle to Olde York Classics for Mr. Miller to provide an estimate. Mr. Miller estimated that the repairs would take 1,400 man-hours to complete.

Based on the estimate of 1,400 man-hours, Mr. Schotland agreed to retain Mr. Miller to repair the Jaguar. The parties entered into an Agreement dated January 27, 2006. The Agreement states that Mr. Miller is to repair a 1953 Jaguar XK-120 Roadster with the VIN 675733 to "like-new, concours condition." The Agreement estimates the repairs to take 1,100-1,400 man-hours to complete, but that the time "will not exceed 1400 man-hours," nor 12 months. The hourly rate was agreed at \$60.00-62.00 per hour. Mr. Schotland agreed that the "scope of the repairs and/or restoration work to be performed is subject to change, based upon conditions and circumstances that can only be discovered after work is in progress." The Agreement required bi-weekly invoices to be sent to Mr. Schotland.

Mr. Miller did not send bi-weekly invoices to Mr. Schotland. The total man-hours billed were 2,206.9 hours and the restoration took 29 months to complete. At some point, Mr. Schotland agreed to an increase in the hourly rate to \$65.00 per hour. Mr. Schotland alleges that he paid an amount equal to 1,400 man-hours as agreed and for the materials used. Mr. Miller retained the vehicle and will not return it to Mr. Schotland.

II. Legal Proceedings

On May 15, 2009, Mr. Miller filed a Complaint with the Office of the Prothonotary of York County. On June 24, 2009, Mr. Schotland filed an Answer with New Matter and Counterclaims. On July 13, 2009, Mr. Miller filed Preliminary Objections to the Counterclaims. On July 28, 2009, Mr. Miller filed a brief in support of the Preliminary Objections. On July 29, 2009, Mr. Schotland filed an Answer to the Preliminary Objections. On August 11, 2009, Mr. Schotland filed a brief in opposition to the Preliminary Objections. On August 17, 2009, Mr. Schotland filed a praecipe to list the case for one-judge disposition. On December 29, 2009, the Court heard oral argument on the Preliminary Objections.

III. Discussion

A. Demurrer to Counts III, IV, and V Based on the Gist-of-the-Action Doctrine

The gist-of-the-action doctrine is a doctrine "designed to maintain the conceptual distinction between breach of contract claims and tort claims." *Etoll, Inc. v. Elias/Savior Advertising, Inc.*, 811 A.2d 10, 14 (Pa. Super. Ct. 2002). A tort action arises from the breach of a duty imposed by law based on social policy. *Id.* (quoting *Bash v. Bell Tel. Co.*, 601 A.2d 825, 829 (Pa. Super. Ct. 1992)). A contract action arises from the breach of a duty

imposed by an agreement between two or more persons. *Id.* (quoting *Bash v. Bell Tel. Co.*, 601 A.2d 825, 829 (Pa. Super. Ct. 1992)). In certain cases, the breach of a contractual duty can also be tortious. In those cases, the gist-of-the-action doctrine bars the tort claims unless it is the gist of the action with the contract as a collateral issue. *Id.* The “gist” is the “‘essential ground or object of the action in point of law, without which there would be no cause of action.’” *Id.* at 15 (quoting *American Guar. & Liability Ins. Co. v. Fojanini*, 90 F. Supp. 2d 615, 622 n. 12 (E.D.Pa. 2000)).

Examining persuasive authority, the Superior Court stated, “courts have held that the doctrine bars tort claims: (1) ‘arising solely from a contract between the parties;’ (2) where ‘the duties allegedly breached were created and grounded in the contract itself;’ (3) where ‘the liability stems from a contract;’ or (4) where the tort claim “essentially duplicates a breach of contract claim or the success of which is wholly dependent on the terms of a contract.’” *Id.* at 19 (internal citations omitted).

Counts III, IV, and V of the Counterclaim are claims for conversion, fraud, and negligent misrepresentation, respectively. The first two counts in the Counterclaim allege breach of contract and breach of bailment contract.

1. Conversion

“[C]onversion is the deprivation another’s right of property in, or use or possession of, a chattel, or other interference therewith, without the owner’s consent and without lawful justification.” *Baker v. Rangos*, 324 A.2d 498, 505 (Pa. Super. Ct. 1974). This Court must determine whether “‘the larger social policies embodied in the law of torts’ rather than ‘the terms of the contract,’ are what underlie [the claim].” *Bohler-Uddeholm America, Inc. v. Ellwood Group, Inc.*, 247 F.3d 79, 105 (3d Cir. 2001) (applying Pennsylvania law).

In this case, Mr. Schotland alleges that Mr. Miller failed to return his vehicle despite requests. The terms of the contract do not specifically discuss the return of the vehicle other than saying that the repairs will not take more than 12 months. The facts as alleged by Mr. Schotland do show that an implied bailment contract was likely created. *See Lear, Inc. v. Eddy*, 749 A.2d 971, 973 (Pa. Super. Ct. 2000). However, because the bailment contract is only implied and a larger social duty exists to not deprive the property rights of others without justification, the gist of the claim regarding withholding the vehicle appears to sound in tort. The implied bailment contract appears to be collateral. Therefore, the preliminary objection to the

claim for conversion based on the gist of the action doctrine will be overruled.

2. Fraud & Negligent Misrepresentation

The claims for fraud and negligent misrepresentation will be discussed together since their elements and effect on the Agreement are similar. In this case, both relate to the validity of the Agreement. The difference is that fraud requires an intentional lie whereas negligent misrepresentation requires proof that Mr. Miller should have known the falsity of his statements.

The gist-of-the-action doctrine clearly bars claims for fraud in the performance of a contract. *Etoll, Inc.*, at 20. Fraud in the inducement is not “necessarily” covered by the gist-of-the-action doctrine because “fraud in the inducement claims are much more likely to present cases in which a social policy against the fraud, external to the contractual obligations of the parties, exists.” *Air Prod. & Chem., Inc. v. Eaton Metal Prod. Co.*, 256 F. Supp. 2d 329, 341 (E.D.Pa. 2003). *See Etoll, Inc.*, at 17. In *Polymer Dynamics, Inc. v. Bayer Corp.*, the United States District Court for the Eastern District of Pennsylvania allowed fraud claims where the fraud was not contemplated by the sales contract. *Polymer Dynamics, Inc. v. Bayer Corp.*, 2000 WL 1146622, *7 (E.D.Pa. 2000).

While Mr. Schotland alleges fraud in the inducement, this appears to be a case where the fraud and negligent misrepresentation are covered by the gist of the action doctrine. Mr. Schotland alleges that Mr. Miller lied about his expertise and about the hours needed to repair the vehicle. These representations were clearly contemplated by the parties prior to entering the agreement. Not only could the Agreement cover the hours and expertise, in fact it did. The Agreement specifically states “[the] project will not exceed 1400 man-hours.” (Def.’s Answ. & Countercl., Ex. A.) It also specifically describes the quality of the work to be performed. (*Id.*)

Mr. Schotland states that, if given accurate information, he “would have hired someone else to perform the same work at lesser cost and reduced time.” (*Id.* ¶ 130.) The amount of damages awarded if Mr. Schotland proves breach of contract and fraud may be different. If fraud is proven, no contract exists and Mr. Schotland would be entitled to an amount equal to the difference between the amount Mr. Miller billed and the amount Mr. Schotland would have paid at another repair facility. If breach of contract is proven, a contract exists and Mr. Schotland would be entitled to an amount equal to the difference between the amount Mr. Miller billed and the amount Mr. Schotland expected to pay under the con-

tract. Mr. Schotland could not recover both amounts. Without more information, it is unclear to which damages Mr. Schotland would be entitled.

The claims will take care of themselves later. There can be no recovery for breach where fraud is proven. There can be no recovery on the fraud if breach is proven. To strike one claim now would force the Court into the untenable position of deciding the fraud claim without all the facts. Therefore, the preliminary objection to Counts III, IV, and V based on the gist-of-the-action doctrine will be overruled.

B. Demurrer to Counts III, IV, and V
Based on the Economic Loss
Doctrine

The economic loss doctrine is similar to the gist-of-the-action doctrine. The Court declines to discuss the economic loss doctrine because the gist-of-the-action doctrine is a "better fit for [a] non-products liability case." *Bohler-Uddeholm*, at 104 n. 11. Therefore, this preliminary objection will be overruled.

C. Demurrer to Count VI

The issue in this case is whether the goods and services provided by Mr. Miller were primarily for personal, family, or household purposes under the Uniform Trade Practices and Consumer Protection Law ("UTPCPL"). The UTPCPL gives a private right of action to "[a]ny person who purchases or leases goods or services primarily for personal, family or household purposes and thereby suffers any ascertainable loss of money or property . . . as a result of [any unlawful practice described in section 3]." 73 PA. STAT. § 201-9.2. The purpose of the UTPCPL is to prevent fraud by addressing unequal bargaining power. *Commonwealth ex rel. Creamer v. Monumental Prop., Inc.*, 329 A.2d 812, 815-16, 818 (Pa. 1974). The UTPCPL must be liberally construed to effect that purpose. *Id.* at 818 (*quoting Verona v. Schenley Farms Co.*, 167 A. 317, 320 (Pa. 1933)).

The only case to address the restoration of classic cars in the context of personal use under the UTPCPL was *Feldman v. Al Prueitt & Sons, Inc.* In that case, Judge Erb adopted the definition used by the Supreme Court of Oregon. That definition gives the private right action where the transaction "involve[s] the purchase of goods or services which customarily are bought in order to satisfy some personal, family or household purpose, that is, something that is purchased by a substantial number of purchasers for personal, family or household purposes." *Feldman v. Al Prueitt & Sons, Inc.*, 1986 WL 55324, *1 (Pa. Ct. Com. Pl., York Cty. 1986). Judge Erb specifically

found that the services were purchased to restore an antique, not to fix the family car. *Id.* at 2. While he noted that the plaintiff might derive personal enjoyment from the vehicle, it was not something that is purchased by a substantial number of people for personal, family, or household purposes. *Id.*

Mr. Schotland states that he purchased the vehicle for "personal use and enjoyment and as a hobby." (Def.'s Answ. & Countercl. ¶ 73.) Similar to the vehicle in *Feldman*, the 1954 Jaguar XK-120 Roadster is not usually purchased for personal, family, or household purposes. The facts alleged by Mr. Schotland do not show how the vehicle satisfies such purposes.

Mr. Schotland cites numerous opinions from foreign jurisdictions allowing similar claims in the context of classic cars. While the foreign opinions are persuasive, authority from this jurisdiction already exists. Mr. Schotland infers that the *Feldman* case was improperly decided because the question of whether a purchase is frequent or usual is irrelevant to the UTPCPL. Even if this Court agreed, the Court is constrained by the principle of *stare decisis*. See *Hunt v. Pennsylvania State Police*, 2009 WL 2488546, *8 (Pa. 2009). Therefore, the preliminary objection to Count VI will be sustained.

D. Scandalous or Impertinent Matter

Scandalous and impertinent matter is that which is "immaterial and inappropriate to the proof of the cause of action." *Common Cause of Pa. v. Commonwealth*, 710 A.2d 108, 115 (Pa. Commw. Ct. 1998). Statements that improperly cast a party in a derogatory light may also be scandalous and impertinent. *Id.* A court should sparingly use the remedy of striking impertinent matter, and do so only when a party can show prejudice. *Commw., Dep't of Env'tl. Res. v. Hartford Accident & Indem. Co.*, 396 A.2d 885, 888 (Pa. Commw. Ct. 1979). In light of the duty to strike scandalous and impertinent matter sparingly, dismissal of the entire Counterclaim as requested by the Plaintiff seems to be an inappropriate remedy.

The question for the Court to resolve is whether the allegations in paragraph 57 of the Counterclaim are scandalous and impertinent. Paragraph 57 states, "[t]hese counterclaims are an action against a dishonest automobile mechanic attempting to extort an unsuspecting customer into paying for the mechanic's exorbitant and unauthorized cost overruns." (Def.'s Answ. & Countercl. ¶ 57.) This statement clearly casts Mr. Miller in a derogatory light. The statement is unnecessary to the Counterclaim because the facts are laid out in detail in the rest of the pleading.

Therefore, paragraph 57 is immaterial, inappropriate, and casts the Plaintiff in a derogatory light. Mr. Miller claims prejudice in the nature of ridicule, scorn, and a harmed business reputation. For these reasons, the Court will sustain the preliminary objection and strike paragraph 57 from the Counterclaim.

CONCLUSION

For the foregoing reasons, this Court will SUSTAIN in part and OVERRULE in part the Preliminary Objections filed by the Plaintiff.

BY THE COURT,

MICHAEL E. BORTNER, JUDGE

Date: January 21, 2010

ORDER

AND NOW, this 21st day of January 2010, upon consideration of the Preliminary Objections filed on behalf of the Plaintiff, Ralph Miller, all responses thereto, and all matters of record, it is hereby Ordered that the Preliminary Objections are SUSTAINED in part and OVERRULED in part.

The Preliminary Objections to Counts III, IV, and V based on the gist-of-the-action doctrine and the economic loss doctrine are OVERRULED.

The Preliminary Objection to Count VI is SUSTAINED and Count VI is DISMISSED for failure to state a claim upon which relief can be granted.

The Preliminary Objection to paragraph 57 is SUSTAINED and paragraph 57 is hereby STRICKEN from the Counterclaim.

BY THE COURT,

MICHAEL E. BORTNER, JUDGE

ESTATE NOTICES

ADMINISTRATOR'S AND EXECUTORS NOTICES

FIRST PUBLICATION

MARIE K. ALTLAND, a/k/a MARIE KATHRYN ALTLAND late of Spring Garden Twp., York Co., PA, deceased. Andrea L. Morrissey, c/o 48 South Duke Street, York, PA 17401, Executrix. Bruce C. Bankenstein, Esquire, Attorney. 3-11-3t

BONNY G. BERRY late of Hanover, York Co., PA, deceased. Angela Forney, 110 Gardenia Drive, Hanover, PA 17331, Administratrix. 3-11-3t

IONE M. BRENNER late of Hanover Borough, York Co., PA, deceased. Anita M. Livelsberger, 220 Meade Avenue, Hanover, PA 17331 and Melissa A. Huppman, 148 Pine Oak Place, McSherrystown, PA 17344, Executrices. Crabbs & Crabbs, Attorneys for the Estate. 3-11-3t

RUTH ESTELLA BRUCE late of Penn Twp., York Co., PA, deceased. Harry Edward Dusman, Executor. Elinor Albright Rebert, Esquire, Attorney. 3-11-3t

THOMAS E. CHANCELLOR, JR. late of York Twp., York Co., PA, deceased. Robin C. Hagerman, c/o 221 West Philadelphia St., Suite 600E, York, PA 17401-6134, Executrix. STOCK AND LEADER. Thomas M. Shorb, Esquire, Attorney. 3-11-3t

LLOYD C. COPELAND late of Spring Garden Twp., York Co., PA, deceased. Stock and Leader, by John J. Shorb, Esquire, c/o 221 West Philadelphia Street, Suite 600E, York, PA 17401-6134, Executor. STOCK AND LEADER. MacGregor J. Brillhart, Esquire, Attorney. 3-11-3t

DONNA J. DEATRICK late of Hanover Borough, York Co., PA, deceased. Kathy D. Spielman, 574 Broadway, Hanover, PA 17331, Executrix. Guthrie, Nonemaker, Yingst & Hart. James T. Yingst, Esquire, Attorney. 3-11-3t

CHARLES W. DELL late of West Manchester Twp., York Co., PA, deceased. Darlene M. Eisenhour, 4242 Waverly Drive, Dover, PA 17315, Executrix. J. Robert Katherman, Esquire, Attorney. 3-11-3t

RUTH E. EMENHEISER late of Lower Windsor Twp., York Co., PA, deceased. Gerald L. Emenheiser, c/o 2997 Cape Horn Rd., Suite A-6,

Red Lion, PA 17356, Executor. Eveler & Eveler LLC, Attorney. 3-11-3t

DETTA F. GRAY late of York City, York Co., PA, deceased. Gary K. Gray, Dawn M. Mellott a/k/a Dawn M. Fegely, c/o 1946 Carlisle Road, York, PA 17408, Co-Executors. John M. Hamme, Esquire, Attorney. 3-11-3t

MILDRED H. KNISELY late of Springettsbury Twp., York Co., PA, deceased. Galen D. Hake, c/o 901 Delta Road, Red Lion, PA 17356, Executor. Andrea S. Anderson, Esquire, Attorney. 3-11-3t

GREGORY LANPHER late of Spring Garden Twp., York Co., PA, deceased. Karen Braun Lanpher, 221 West Philadelphia Street, Ste. 45, York, PA 17401, Executrix. Daniel Carn, Esquire, Attorney. 3-11-3t

ELIZABETH M. MILLER late of Spring Grove Borough, York Co., PA, deceased. Edgar P. Lauchman, c/o 119 West Hanover Street, Spring Grove, PA 17362, Executor. Craig A. Diehl, Esquire, Attorney. 3-11-3t

ROMAINE C. NELSEN late of Newberry Twp., York Co., PA, deceased. Clinton C. Nelson, c/o 117 E. Market Street, York, PA 17401, Executor. Anstine & Sparler. William B. Anstine, Jr., Esquire, Attorney. 3-11-3t

BERTHA I. NEFF late of Windsor Twp., York Co., PA, deceased. Dale E. Neff and Donald L. Neff, c/o 2997 Cape Horn Rd., Suite A-6, Red Lion, PA 17356, Executors. Eveler & Eveler LLC, Attorney. 3-11-3t

BEVERLY A. NESS late of Windsor Borough, York Co., PA, deceased. Shelva J. Smith, 180 Gun Club Road, York, PA 17406, Executrix. Joseph C. Korsak, Esquire, Attorney. 3-11-3t

VICTORIA KAY REAY late of West Manheim Twp., York Co., PA, deceased. Glenn Fuhrman and Kathryn Garland, c/o 129 E. Market St., York, PA 17401, Co-Executors. John C. Herrold, Esquire, Attorney. 3-11-3t

YVONNE W. ROHRBAUGH late of York Co., PA, deceased. Yvonne W. Rohrbaugh Revocable Trust, Manufacturers and Traders Trust Company, Jennifer A. Leib, 13 Baltimore Street, P.O. Box 518, Hanover, PA 17331, Vice President. M&T Bank Investment Group. 3-11-3t

DARLENE J. RUTTER late of Spring Garden Twp., York Co., PA, deceased. Nicole A. Rutter, c/o 145 East Market Street, York, PA 17401, Administratrix. Menges, McLaughlin & Kalasnik, P.C. Matthew D. Menges, Esquire, Attorney. 3-11-3t

RALPH E. SELL, JR. late of Dover Twp., York Co., PA, deceased. Debra A. Ort, c/o 1946 Carlisle Road, York, PA 17408, Executrix. John M. Hamme, Esquire, Attorney. 3-11-3t

BRUCE A. SHAW a/k/a BRUCE SHAW late of Shrewsbury Twp., York Co., PA, deceased. Dianne C. Shaw, 1735 Winters Road, Windsor, PA 17366, Administratrix. LAUCKS & LAUCKS, LLP. David M. Laucks, Esquire, Attorney. 3-11-3t

MICHAEL L. WHITEFORD late of Codorus Twp., York Co., PA, deceased. Donna M. Wise, 2952 Exeter Drive S., York, PA 17403, Executrix. LAUCKS & LAUCKS, LLP. David M. Laucks, Esquire, Attorney. 3-11-3t

ROBERT L. WILSON late of Peach Bottom Twp., York Co., PA, deceased. David J. Wilson, c/o 50 East Market Street, Hellam, PA 17406, Executor. Donald B. Swope, Esquire, Attorney. 3-11-3t

SECOND PUBLICATION

ANGELINE M. BOURINSKI a/k/a ANGELINE BOURINSKI a/k/a ANGELINE MARCELLA BOURINSKI a/k/a ELSIE M. BOURINSKI late of Dover Twp., York Co., PA, deceased. Daniel Bourinski and Robert Bourinski, c/o 1946 Carlisle Road, York, PA 17408, Co-Executors. John M. Hamme, Esquire, Attorney. 3-4-3t

CANDACE J. BULICK late of Springettsbury Twp., York Co., PA, deceased. Robert Scott Bollinger, c/o 327 Locust Street, Columbia, PA 17512, Executor. Nikolaus & Hohenadel. John F. Markel, Esquire, Attorney. 3-4-3t

DONALD E. BUPP late of York City, York Co., PA, deceased. Susan E. Bupp, c/o 13 East Market Street, York, PA 17401, Administratrix. Gettle & Veltri. Jeffrey A. Gettle, Esquire, Attorney. 3-4-3t

JOAN E. DOCKEY a/k/a JOAN ELIZABETH DOCKEY late of West Manchester Twp., York Co., PA, deceased. Donald L. Reihart, c/o 3015 Eastern Boulevard, York, PA 17402, Executor. Donald L. Reihart, Esquire, Attorney. 3-4-3t

MARTIN L. GLASSICK a/k/a MARTIN LUTHER GLASSICK late of York Twp., York Co., PA, deceased. Barry Lee Glassick, 80 Burkholder Road, Red Lion, PA 17356, Executor. Laucks & Laucks, LLP. David M. Laucks, Esquire, Attorney. 3-4-3t

LOUISE M. HARRISON a/k/a LOUISE W. HARRISON late of North Codorus Twp., York Co., PA, deceased. Amy H. Hicks, c/o 32 N. Duke St., P.O. Box 544, York, PA 17405, Executrix. Rand A. Feder, Esquire, Attorney. 3-4-3t

SANDRA L. HOLTZMAN late of York City, York Co., PA, deceased. Treva L. Durgin and Pauline A. Lentz, P.O. Box 1667, York, PA 17405-1667, Executors. Kenneth L. Eckard, Esquire, Attorney. 3-4-3t

PATRICIA A. HORTON late of Codorus Twp.,

York Co., PA, deceased. Angela L. King, P.O. Box 62, 37 North Water Street, York New Salem, PA 17371, Executrix. STOCK AND LEADER. D. Reed Anderson, Esquire, Attorney. 3-4-3t

DALE A. MEALS late of East Manchester Twp., York Co., PA, deceased. Amy S. Zeigler, c/o 910 South George Street, York, Pennsylvania, 17403, Administratrix. Bellomo & Platt, LLC. Jeffrey R. Bellomo, Esquire, Attorney. 3-4-3t

OLIVIA A. MILLER late of Shrewsbury Twp., York Co., PA, deceased. Stephanie A. Shiflet and Claire M. Stoner, c/o 120 Pine Grove Commons, York, PA 17403, Executrices. Elder Law Firm of Robert Clofine. Robert Clofine, Esquire, Attorney. 3-4-3t

JOHN H. NAGLE, JR., late of Chanceford Twp., York Co., PA, deceased. Pamela L. Nagle, c/o 221 West Philadelphia Street, Suite 600E, York, PA 17401-2994, Administratrix. STOCK AND LEADER. J. Ross McGinnis, Esquire, Attorney. 3-4-3t

JAMES W. REEDY late of Shrewsbury Borough, York Co., PA, deceased. Shirley A. Glatfelter, 7474 South Road, Seven Valleys, PA 17360, Executrix. STOCK AND LEADER. D. Reed Anderson, Esquire, Attorney. 3-4-3t

CALVIN A. RICHWINE late of Manchester, York Co., PA, deceased. Craig M. Richwine, 141 Boxwood Rd., Manchester, PA 17345, Administrator. 3-4-3t

CLARA M. SHAFFER late of Shrewsbury Borough, York Co., PA, deceased. LORETTA DANIELS, 941 Knottingham Road, Apartment #1, York, PA 17408, Executrix. Harry L. McNeal, Jr., Esquire, Attorney. 3-4-3t

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ANNA M. WARNER late of Penn Twp., York Co., PA, deceased. Verna C. Rebert and Helen E. Kraft, c/o 515 Carlisle Street, Hanover, PA 17331, Executrices. Elinor Albright Rebert, Esquire, Attorney. 3-4-3t

THIRD PUBLICATION

STEVE N M. ALLEN late of West Manchester Twp., York Co., PA, deceased. Michael J. Allen and Craig A. Allen, c/o 239 East Main Street, Waynesboro, PA 17268-1681, Personal Representatives. Salzmans Hughes, P.C. Nancy H. Meyers, Esquire, Attorney. 2-25-3t

JAMES LEE DICE late of Newberry Twp., York Co., PA, deceased. Danny J. Trahan, c/o 2675 Eastern Boulevard, York, PA 17402, Administrator. Andrew F. Kagen, Esquire, Attorney. 2-25-3t

DOROTHY A. ENDERLIN late of York Twp., York Co., PA, deceased. John Franklin Enderlin, c/o 117 E. Market St., York, PA 17401, Executor. Anstine & Sparler. William B. Anstine, Esquire, Attorney. 2-25-3t

LINDA S. FEBRES late of York Twp., York Co., PA, deceased. Miguel A. Febres, c/o 120 Pine Grove Commons, York, PA 17403, Administrator. Elder Law Firm of Robert Clofine. Erin J. Miller, Esquire, Attorney. 2-25-3t

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RONALD S. HEILIG late of Jackson Twp., York Co., PA, deceased. Joel C. Heilig, 6600 Church Rd., Spring Grove, PA 17362, Executor. Guthrie, Nonemaker, Yingst & Hart. Keith R. Nonemaker, Esquire, Attorney. 2-25-3t

KATHRYN E. KEFAUVER a/k/a CATHERINE E. KEFAUVER late of Yorkana Borough, York Co., PA, deceased. David E. Kefauver, c/o 32 N. Duke St., P.O. Box 544, York, PA 17405, Executor. Morris & Vedder. Rand A. Feder, Esquire, Attorney. 2-25-3t

ERVIN E. KLINEDINST late of North Codorus Twp., York Co., PA, deceased. Nathan C. Platt, Attorney, 3032 Muirfield Road, Dover, PA 17315, Executor. 2-25-3t

NAVIN DIEHL MCWILLIAMS, JR., a/k/a NAVIN D. MCWILLIAMS JR., late of Springettsbury Twp., York Co., PA, deceased. Navin D. McWilliams, III, c/o 135 North George Street, York, PA 17401, Administrator. CGA Law Firm, P.C. Richard K. Konkel, Esquire, Attorney. 2-25-3t

MARY A. MILLER late of Shrewsbury Borough, York Co., PA, deceased. Dean R. Miller, Phillip K. Miller and Donna Faye Rohrbaugh, c/o 575

Fairview Terrace, York, PA 17403-3607, Executors. Wm. S. Eisenhart, Jr., Esquire, Attorney. 2-25-3t

CHRISTINE E.K. MORGAN a/k/a CHRISTINE MORGAN late of West Manchester Twp., York Co., PA, deceased. Melanie M. Bair, c/o 135 North George Street, York, PA 17401, Executrix. CGA Law Firm, P.C. Richard K. Konkel, Esquire, Attorney. 2-25-3t

LOUISE M. RAMER late of York City, York Co., PA, deceased. Connie D. Kirkendall and Edward M. Ramer, c/o 145 East Market Street, York, PA 17401, Administrator. Menges, McLaughlin & Kalasnik, P.C. Matthew D. Menges, Esquire, Attorney. 2-25-3t

SKYLAR W. STUDENROTH late of the Borough of Wrightsville, York Co., PA, deceased. Brian E. Studenroth, c/o 327 Locust Street, Columbia, PA 17512, Executor. Nikolaus & Hohenadel. John F. Markel, Esquire, Attorney. 2-25-3t

THELMA L. WAGNER late of Springfield Twp., York Co., PA, deceased. Tina A. Buchanan, Kenneth L. Wagner, Jr., and JoAnn E. Sheffer, 16721 Susquehanna Trail, New Freedom, PA 17349, Co-Executors. Dorothy Livaditis, Esquire, Attorney. 2-25-3t

**ORPHAN'S COURT DIVISION—
AUDITING NOTICE**

To All legatees creditors and person interested: Notice is hereby given that the following accounts have been filed in the office of the Clerk of Orphans' Court Division for confirmation and distribution of the balance therein shown to the creditors, legatees next to kin, heirs and others legally entitled thereto on March 17, 2010 at 9:00 a.m. and will be called in the order named for audit and distribution by said Court, in Courtroom No. 6, on the 6th floor of the York County Judicial Center at 45 North George St. in the City of York, Pennsylvania.

1. YOUNG – The First and Final Account of Karen J. Young, Administratrix of the Estate of John W. Young, Late of Hill County, Whitney Texas, deceased, 6709-0608. (Richard H. Mylin III, Esq.)

2. BATEMAN – The First and Final Account of Scott Robert Bateman, Executor of the Last Will and Testament of Sarah Elizabeth Bateman, Late of Hallam Borough, York County, Pennsylvania, deceased, 6708-1703. (David A. Mills, Esq.)

3. FREED – The First and Final Account of PeoplesBank, a Codorus Valley Company, Guardian of the Estate of Darren S. Freed appointed May 30, 2000, 6700-0733. (Harry R. Swift, Esq.)

4. KNISELY – The First and Final Account of Robert J. Knisely and Donald E. Knisely, Co-Executors of the Last Will and Testament and Codicil of Ruth C. Knisely, Late of Hellam Township, York County, Pennsylvania, deceased, 6709-0859. (David M. Laucks, Esq.)

5. PFALTZGRAFF – The Third and Partial Account of Manufacturers and Traders Trust Company, Successor to York Bank and Trust Company, Trustee of Trust Under Will of George W. Pfaltzgraff F/B/O William N. Christensen and Carolyn Christensen Liechty, 6756-0304. (Laurence T. Himes Jr., Esq.)

6. DRESSLER – The First and Final Account of Michael C. Boyd, Executor of the Last Will and Testament of Helen M. Dressler, Late of Manchester Township, York County, Pennsylvania, deceased, 6709-1440. (Rand A. Feder, Esq.)

7. LAMOND – The First and Final Account of Nancy F. Conway, Executrix of the Last Will and Testament of Ruanna G. Lamond, Late of York City, York County, Pennsylvania, deceased, 6708-1296. (Charles B. Caulkins, Esq.)

FILED IN THE OFFICE OF THE CLERK OF ORPHANS' COURT DIVISION OF THE COMMON PLEAS COURT, YORK COUNTY, PENNSYLVANIA ON OR BEFORE FEBRUARY 17, 2010

BRADLEY C. JACOBS

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3-4-2t ORPHANS' COURT DIVISION

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CIVIL NOTICES

ACTION IN MORTGAGE FORECLOSURE

HSBC BANK USA, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE OF THE FIELDSTONE MORTGAGE INVESTMENT TRUST SERIES 2006-1
vs.
JAMES E. GRANT & LISA R. S. GRANT

NO. 2008-SU-1335-Y06

NOTICE TO: JAMES E. GRANT NOTICE OF SHERIFF'S SALE OF REAL PROPERTY"

Being Premises: 12699 WOLFE ROAD, NEW FREEDOM, PA 17349
Being in HOPEWELL Township, County of YORK Commonwealth of Pennsylvania
Improvements consist of residential property.
Sold as the property of JAMES E. GRANT & LISA R. S. GRANT

Your house (real estate) at 12699 WOLFE ROAD, NEW FREEDOM, PA 17349 is scheduled to be sold at the Sheriff's Sale on JUNE 14, 2010 at 2:00 PM at the YORK County Courthouse to enforce the Court Judgment of \$295,288.47 obtained by, HSBC BANK USA, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE OF THE FIELDSTONE MORTGAGE INVESTMENT TRUST SERIES 2006-1 (the mortgagee), against the above premises.

PHELAN HALLINAN & SCHMIEG, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard Suite 1400
Philadelphia, PA 19103-1814
Phone (215)563-7000, Ext 1533
Fax (215)563-7009

3-11-1t Attorney for Plaintiff

ARTICLES OF INCORPORATION

NOTICE is hereby given that Articles of Incorporation were filed with the Commonwealth of Pennsylvania.

The name of the corporation is BIEHL'S

DYNAMIC BILLING, INC.

The corporation has been incorporated under the provisions of the Business Corporation Law of the Commonwealth of Pennsylvania Act of December 22, 1988.

KNAUB LAW, P.C.

3-11-1t Solicitor

NOTICE is hereby given that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania on the 23rd day of February, 2010, for the purposes of obtaining a Certificate of Incorporation for a business corporation organized under the provisions of the Business Corporation Law of 1988, as amended. The name of the corporation is STAR BEVERAGE COMPANY, INC.

KATHERMAN, HEIM & PERRY

3-11-1t Attorneys at Law

NOTICE is hereby given that a business corporation known as WHITE ROSE FINANCE COMPANY has been incorporated under the provisions of The Pennsylvania Business Corporation Law of 1988.

CGA LAW FIRM

Frank H. Countess, Esquire,

3-11-1t Solicitor

ARTICLES OF INCORPORATION – NONPROFIT CORPORATION

NOTICE IS HEREBY GIVEN that NORTH SHORE FRIENDS, INC., a non-profit corporation, has been incorporation under the provisions of the Non-Profit Corporation Law of 1988, as amended.

STONE, LAFAVER & SHEKLETSKI

GERALD J. SHEKLETSKI, Esquire

3-11-1t Solicitor

**CERTIFICATE OF AUTHORITY
FOR A FOREIGN
BUSINESS CORPORATION**

Notice is hereby given that a Certificate of Authority for a Foreign Business Corporation was filed in the Department of State of the Commonwealth of Pennsylvania for C & F WIRE, INC. The address of its principal office under the laws of its jurisdiction is 34 Barnhart Drive, Hanover, PA 17331. The Commercial Registered Office address for this Corporation is Factory Street, Hanover, PA 17331 in the County of York. The Corporation is filed in compliance with the requirements of the applicable provision of 15 Pa. C.S. 4124 (b).

PENNCORP SERVICES GROUP, INC.
BURTON MORRIS, Esquire

3-11-3t Solicitor

DISSOLUTION NOTICE

NOTICE is hereby given to all persons interested or who may be affected that MADISON MORTGAGE PROCESSING SERVICES LLC a Pennsylvania Corporation, having a registered address at 300 Frederick St., Suite 5, Hanover, PA 17331, is about to file Articles of Dissolution with the Department of State of the Commonwealth of Pennsylvania and that its Board of Directors is now engaged in winding up and settling the affairs of the corporation so that its corporate existence shall be ended by the issuance of a Certificate of Dissolution under the Pennsylvania Business Corporation Law of 1988.

DAVID R. BRESCHI

3-11-1t Solicitor

FICTITIOUS NAME

Application for Registration of Fictitious Name: DIRECT AIR GROUP for the conduct of business in York County, Pennsylvania, with a principal place of business at 108 Airport Road, Suite A, New Cumberland, PA 17070, was made to the Department of State in February 2, 2010. The name of the entity interested in the said business is PC12, LLC.

REAGER & ADLER, PC

DAVID W. REAGER, Esquire

3-11-1t Solicitor

Notice is hereby given a certificate was or will be filed under the Fictitious Name Act approved May 24, 1945 in the Office of the Secretary of the Commonwealth of Pennsylvania, setting forth that 591 W. Philadelphia, LLC, Members: Raymond and Cynthia Figueroa, 18183 Piedmont Road, Stewartstown, PA 17363 are the only persons owning or interested in a business, the character of which is Home Improvement and remodeling and that the name, style and designation under which said business is and will be conducted is PRISTINE RENOVATIONS and the location where said business is and will be located is 18183 Piedmont Road, Stewartstown, PA 17363.

CYNTHIA FIGUEROA

3-11-1t Solicitor

NOTICE is hereby given that an Application for Registration of Fictitious Name was filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on February 8, 2010, pursuant to the Fictitious Name Act, Act No. 1982-295, setting forth that WJT Genesis, LLC is the only entity engaged or interested in a business, the character of which is for the purpose of cleaning carpet, floors and upholstery and that the name, style and designation under which said business is and will be conducted is HEAVENS BEST CARPET & FLOOR CLEANING, and the location where said business will be located is 198 Jeanette Lane, Delta, PA 17314.

GILBERT G. MALONE, Esquire

3-11-1t Solicitor

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