



Chester County Law Reporter

(USPS 102-900)

The Official Legal Publication for Chester County

Vol. 69

WEST CHESTER, PENNSYLVANIA, DECEMBER 02, 2021

No. 48

TABLE OF CONTENTS

69 CHESTER COUNTY REPORTS

Coroniti v. Whitehorse Road-Phoenixville, LLC

*Breach of Contract – Damages – Time of the essence –
Unjust enrichment* 348 (2021)

Classified Ads. 7
Meeting Space - *West Chester*
Associate Attorney
Estates/Trusts Attorney

Legal Notices
See Table of Contents.1

Chester County Law Reporter

(USPS 102-900)

Reporting the Decisions of the Divisions of the Court of the Fifteenth Judicial District of Pennsylvania, Composed of Chester County, Officially Designated by the Rule Thereof as the Legal Periodical for the Publication of Legal Notices

Owned and Published by
CHESTER COUNTY BAR ASSOCIATION
15 West Gay Street, 2nd Floor, West Chester, Pennsylvania 19380

www.chescobar.org
lawreporter@chescobar.org

Telephone: 610/692-1889 Fax: 610/692-9546

Richard Meanix, Editor

Assistant Editor

Patrick M. McKenna, Esquire
Richard Meanix, Chairperson-Publications Committee

Subscription Rate \$50.00 for CCBA Members; \$70.00 for Nonmembers CCBA
Periodicals Postage Paid at West Chester, Pennsylvania

POSTMASTER: Send address changes to
Chester County Law Reporter, 15 West Gay Street, 2nd Floor, West Chester, PA 19380

The **CHESTER COUNTY LAW REPORTER** is published every Thursday. **The Deadline for submission of all notices is 12:00 noon on Tuesday, 10 days prior to the following Thursday publication.** Notices must be submitted in typewritten form OR form provided by the Office of the **Law Reporter** and are published exactly as submitted by the advertiser. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes in content.

Copyright ©2021 CCBA — All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form by electronic, mechanical, photocopy, or any other means without the prior written permission of the copyright holder.

2021 CCBA Officers

John Fiorillo, *President*
Michelle Bernardo-Rudy, *Vice President*
Brian Nagle, *Treasurer*
Don Lynn, *Secretary*
Sam Cortes
Immediate Past President

Executive Director

Matt Holliday

2021 CCBA Directors

Maria Janoski (2021)
Ryan Jennings (2022)
Christin Kubacke (2021)
Wes Legg (2022)
Jon Long (2023)
Helen Mountain (2023)
A.J. Ober (2023)
Hon. Allison B. Royer (2021)

2021 YLD Division

Michelle Barone, *Chair*
Blaine Feinauer, *Chair-Elect*
James Doyle, *Immediate Past Chair*

Coroniti v. Whitehorse Road-Phoenixville, LLC

Breach of Contract – Damages – Time of the essence – Unjust enrichment

1. Unjust enrichment is an equitable doctrine that is inapplicable where the relationship between the parties is founded upon a written contract.
2. This action involves competing claims for breach of contract arising out of an agreement for the sale of property that was slated for future development. Pursuant to the sale agreement, buyer paid an initial deposit of \$25,000 and were due to pay \$10,000 for each extension period. Times for performance, including settlement, were agreed to be the essence of the agreement. There was a limitation of remedies clause which provided that if the buyer defaulted and did not cure the default within 30 days of written notice, seller may terminate the agreement and retain the deposit and extension fees as seller's sole remedy. Buyer counterclaimed, alleging unjust enrichment by asserting sellers benefitted by buyer having obtained a conditional use authorization in buyer's pursuit of the unrealized project. Because there was a written agreement, the court could not make a finding of unjust enrichment. Buyer breached the sale agreement when it failed to close on the property by the default date. The court *Held* the seller was entitled to the amount of \$45,000 via the initial \$25,000 escrow deposit and for the 2 missed extension payments of \$10,000 each. Neither sellers nor buyer proved any other damages. Accordingly, the court found in favor of sellers for breach of contract in the amount of \$45,000 with interest at the legal rate until paid and in favor of sellers and against buyer on buyer's counterclaims.

R.E.M.

C.C.P., Chester County, Pennsylvania, Civil Action No. 2019-07720; Samuel A. Coroniti, Abbe B. Coroniti, and Ricardo S. Coroniti v. Whitehorse Road-Phoenixville, LLC

Louis B Kupperman for Sellers

Mark S. Cappuccio and William T. Dudeck for Buyers

Tunnell, J., September 29, 2021

Coroniti v. Whitehorse Road-Phoenixville, LLC

348 (2021)]

SAMUEL A. CORONITI,	:	IN THE COURT OF COMMON PLEAS
ABBE B. CORONITI, and	:	CHESTER COUNTY, PENNSYLVANIA
RICARDO S. CORONITI,	:	
Plaintiffs	:	CIVIL ACTION - LAW
	:	
v.	:	NO. 2019-07720-MJ
	:	
WHITEHORSE ROAD –	:	
PHOENIXVILLE, LLC	:	
Defendant/Counterclaim Plaintiff	:	

DECISION

This action involves competing claims for breach of contract arising out of an agreement for the sale of property that was slated for future development. Plaintiffs allege that Defendant failed to make payments as scheduled and otherwise honor its contractual obligations. Defendant asserts its own claim for breach of contract against Plaintiffs resulting from an alleged failure to cooperate under the same agreement of sale.

Plaintiffs' Complaint contained the following counts: Breach of Contract (Count I), Declaratory Judgment (Count II), Slander of Title (Count III), Tortious Interference with Prospective Relationships (Count IV), and Consequential Damages (Count V). After the trial concluded, and prior to the issuance of this Decision, Plaintiffs withdrew Counts III through V.

Defendant's counterclaim asserted the following claims against Plaintiffs: Breach of Contract (Count I), Tortious Interference (Count II) and Unjust Enrichment (Alternative Count I – Amended Counterclaim). During trial, Defendant withdrew its claim for tortious interference.

What remains before the court for consideration are the parties' competing claims for breach of contract. Based upon the evidence presented at trial, the court finds in favor of Plaintiffs and against Defendant on Plaintiffs Count I – breach of contract - in the amount of \$45,000.00. The court finds against Defendant and in favor of Plaintiffs on Defendant's remaining counts. In so doing, the court makes the following:

FINDINGS OF FACT

1. Plaintiffs Samuel A. Coroniti, Abbe B. Coroniti and Ricardo S. Coroniti (collectively, the "Coronitis") are adult individuals with an office address of 19 S. Whitehorse Road, Phoenixville, PA.

2. Defendant Whitehorse Road-Phoenixville, LLC ("Whitehorse") is a Pennsylvania limited liability company having an address c/o The Verrichia Group, 329 South Main Street, Suite B, Doylestown, PA 18901.

3. In 2016, the Coronitis owned three (3) parcels of land known as 808 Valley Forge Road, 11 South Whitehorse Road, and 19 South Whitehorse Road, Phoenixville, PA 19460, located in Schuylkill Township, Chester County, Pennsylvania, (the "Township") and bearing Chester County Tax Parcel ID Numbers 27-6A-73, 27-6A-86, and 27-6A-85 (collectively the "Property").

4. Samuel and Abbe Coroniti owned Parcel No. 27-6A-85 (19 South Whitehorse Road), and Ricardo S. Coroniti owned Parcel No. 27-6A-73 (808 Valley Forge Road) and Parcel No. 27-6A-86 (11 South Whitehorse Road).

5. On June 28, 2016, the Coronitis and Whitehorse entered into an Agreement of Sale (the "Sale Agreement") for Whitehorse to purchase the Property for Two Million Seven Hundred Thousand Dollars (\$2,700,000) (the "Purchase Price"). (Exh. P-44).

6. Pursuant to the Sale Agreement, Whitehorse paid a deposit of Twenty- Five Thousand Dollars (\$25,000.00) (the "\$25,000 Escrow Deposit" or Deposit") into escrow with Land Services USA, Inc. ("Escrow Agent"), Whitehorse's title insurance company. The Deposit, together with all interest earned thereon, was to be paid to the Coronitis upon any uncured event of default by Whitehorse of the Sale Agreement. (*Id.* at ¶2A).

7. Pursuant to the Sale Agreement, Whitehorse had a one hundred and fifty (150) day period (the "Due Diligence Period") to conduct "any and all investigations, evaluations, inspections, tests, and appraisals" of the Property and "all other due diligence" as desired by Whitehorse. It was given the right to cancel the Agreement for any reason during the Due Diligence Period. (*Id.* at ¶3).

8. The Due Diligence Period expired on November 28, 2016.

9. Whitehorse did not cancel the Sale Agreement.

10. The parcel owned by Samuel and Abbe Coroniti at 19 South Whitehorse Road was improved with two buildings -- the Jacob Rossiter House and the Jacob Rossiter Carriage House -- both of which were designated as Township Historic Structures in the Schuylkill Township Zoning Ordinance.

11. The proposed Project was not a by-right use under the Schuylkill Township Zoning Ordinance and required conditional use approval ("CUA") to be granted by the Schuylkill Township Board of Supervisors.

12. Whitehorse learned of and was aware of the Historic Structure designations of the Jacob Rossiter House and Jacob Rossiter Carriage House on June 23, 2016, five (5) days before entering into the Sale Agreement.

13. Prior to the end of its Due Diligence Period on November 28, 2016, Whitehorse learned of the existence of environmental contamination at the Property through a Phase I Environmental Study dated July 18, 2016, and a Phase II Environmental Study dated August 22, 2016, that had been commissioned by Whitehorse and conducted by its environmental consultant, Pennoni Associates.

14. Despite its knowledge of the Historic Structure designations of the Jacob Rossiter House and the Jacob Rossiter Carriage House and the existence of environmental contamination at the Property, Whitehorse did not elect to cancel the Sale Agreement as it had the right to do on or before the expiration of the Due Diligence

Period on November 28, 2016, but instead elected to proceed with the acquisition of the Property and pursue its Project.

15. Whitehorse had fifteen (15) months after the expiration of the Due Diligence Period to obtain all necessary approvals and permits (the "Outside Permit Date") for its intended development of the Property into a Wawa convenience store with gasoline pumps and additional retail (the "Project"). (*Id.* at ¶4).

16. If Whitehorse did not obtain all of the necessary approvals and permits for the Project by the Outside Permit Date, Whitehorse could extend the Outside Permit Date for two (2) consecutive periods of three (3) months each (each an "Extension Period") by written notice to the Coronitis. (*Id.*)

17. As a condition for extending the Outside Permit Date, Whitehorse was required to "pay to Escrow Agent a non-refundable payment of Ten Thousand Dollars (\$10,000.00) for each Extension Period" (the "Extension Payments"). The Extension Payments were to be paid over to the Coronitis in the event of an uncured default by Whitehorse under the Sale Agreement. (*Id.*)

18. Pursuant to the Sale Agreement, closing ("Closing") on the Property was to "occur on or before the date that is thirty (30) days after Buyer obtains the final, unappealable and unappealed Approvals and Permits, but in no event later than forty-five (45) days after the Outside Permit Date (as the same may be extended ...)." (*Id.* at ¶6).

19. Pursuant to the Sale Agreement, "[t]he time for settlement and all other times and dates referred to herein for the performance of any of the obligations of this Agreement, are hereby agreed to be the essence of this Agreement." (*Id.* at ¶11). (Emphasis added)

20. Paragraph 10 of the Sale Agreement contains a limitation of remedies. It states:

In the event Buyer (Whitehorse) defaults in the performance of any of its obligations under this Agreement, and such default is not cured within thirty (30) days after written notice from Seller (Coronitis) sent by certified mail, return receipt requested, then Seller may terminate this Agreement and retain the Deposit and any Extension Fees as Seller's sole, legal and equitable remedy.

(Exh. P-44).

21. That amount is \$45,000.00.

22. On May 16, 2017, the Coronitis and Whitehorse executed a First Amendment to the Sale Agreement ("First Amendment").

23. The First Amendment provided for a credit against the Purchase Price of \$250,000 for the benefit of Whitehorse to offset costs expected to be incurred by Whitehorse for environmental cleanup of the Property and for obtaining certain historic structure approvals. (Exh. P-45).

24. On March 16, 2018, the Coronitis and Whitehorse executed a Second Amendment to the Sale Agreement. (Exh. P-46).

25. The Second Amendment replaced the first paragraph of Section 4 of the Sale Agreement in its entirety ("New Section 4") and extended the Outside Permit Date to "the date that is twenty-seven (27) months after the end of the Due Diligence Period." (*Id.*)

26. Pursuant to New Section 4, the new Outside Permit Date was extended to February 28, 2019.

27. Additionally, Whitehorse now could further extend the Outside Permit Date by two (2) consecutive periods of three (3) months each by giving written notice to the Coronitis and paying the previously agreed-upon non-refundable Extension Payments of \$10,000.00 each to the Escrow Agent. (*Id.*)

28. New Section 4 granted Whitehorse the right to terminate the Agreement and receive the Escrow Deposit back if Whitehorse was unable to obtain its permits and approvals for the Project by the new or extended Outside Permit Date. (**Id.**)

29. Like all previous dates and timelines, the new or extended Outside Permit Date was "of the essence."

30. On October 8, 2018, the Township's Zoning Hearing Board (the "ZHB") rendered its decision in which it granted in part and denied in part the dimensional relief requested by Whitehorse in order to construct the Project.

31. Whitehorse appealed the ZHB decision.

32. The zoning appeal was scheduled for oral argument on September 6, 2019.

33. Whitehorse never provided written notice to extend the new Outside Permit Date of February 28, 2019.

34. Whitehorse never paid the two \$10,000.00 Extension Payments.

35. Pursuant to the Sale Agreement, Closing was to occur within forty-five (45) days after the Outside Permit Date of February 28, 2019, i.e., on or before April 14, 2019.

36. The Closing date of April 14, 2019 was of the essence.

37. Whitehorse did not Close on the Property on April 14, 2019.

38. On July 1, 2019, the Coronitis caused a written notice of default to be sent to Whitehorse by certified mail putting Whitehorse on notice of its failure to Close under the Agreement (the "Default Notice"). (Exh. D-22).

39. Pursuant to paragraph 10 of the Sale Agreement and the Default Notice, Whitehorse had thirty (30) days, to August 1, 2019 (the "Default Date"), to cure its noticed default and Close on the Property. (Exhs. P-44, D-22).

40. Whitehorse did not Close on the Property on August 1, 2019.

41. Whitehorse refused to authorize the release of the \$25,000 Escrow Deposit to the Coronitis. It refused to pay to the Coronitis the two (2) Extension Payments of \$10,000 provided for under the Sale Agreement.

42. Whitehorse was required to provide thirty (30) days advance written notice of any breach and opportunity to cure to the Coronitis.

43. Whitehorse never sent any notice of default to the Coronitis.

44. Prior to the scheduled oral argument, on August 21, 2019, the Coronitis served a writ of summons upon Whitehorse in this case (the "Writ").

45. On October 8, 2019, Whitehorse filed a *lis pendens* against the Property.

46. Whitehorse's Counterclaim asserted a continuing right to the Property, sought specific performance of the Sale Agreement and made a claim for unjust enrichment.

47. On November 11, 2019, Plaintiffs petitioned the Court to strike the *lis pendens*, and caused a Rule to issue upon Whitehorse to answer the Petition to Strike and show cause why the relief sought should not be granted.

48. On November 22, 2019, Plaintiffs filed a motion seeking leave to amend their Complaint to add a count for slander of title caused by the filing of the *lis pendens*.

49. On December 12, 2019, the *lis pendens* was withdrawn.

50. During trial, Defendant withdrew its count for tortious interference and its request for specific performance.

DISCUSSION

Breach of Contract

The terms and conditions of the Sale Agreement and its two Amendments were explicit. Time was made of the essence.

The Default Date was August 1, 2019. Whitehorse did not close by that date.

The Sale Agreement clearly provides that the Coronitis are entitled to the return of their deposit of \$25,000 and the two extension payments of \$10,000 each. The refusal of Whitehorse to release the \$25,000 Escrow Deposit and pay to the Coronitis the two (2) \$10,000 Extension Payments is not in conformity with the Sale Agreement.

The court views these as unexcused material violations.

Whitehorse takes the position that although it did not pay these sums, the Coronitis waived the deposit requirement by failing to notify Whitehorse of its alleged breach or that the Plaintiffs materially breached the Agreement first because they did not "fully cooperate" with Whitehorse in obtaining necessary approvals and permits per the Sale Agreement. Written notice of default was sent to Whitehorse by certified mail, putting Whitehorse on notice of its failure to Close under the Sale Agreement.

The court finds as a matter of fact that the Coronitis did not fail to cooperate. The Coronitis did not get in Whitehorse's way. They did not interfere contractually with Whitehorse's relationship with Wawa. (In any event, Defendant has dropped its claim for tortious interference.)

Consequently, the Defendant breached the Agreement of Sale. The Plaintiffs did not.

The limitation of remedies clause in the Sale Agreement caps the Plaintiffs' contractual damages in the amount of the Escrow Deposit and two (2) \$10,000 extension payments. The amount due the Coronitis is \$45,000.

The Coronitis sought consequential damages in their Amended Complaint for \$1,533,306 representing lost profits from the missed sales of the Property, \$632,000 in lost investment income and profits in the amount of \$899,905. These sums and calculations were set forth on Exhibits P-59 – P-64.

Objection was interposed by the Defendant and it was revealed that these summaries were prepared by Samuel A. Coroniti for his father, Ricardo S. Coroniti, a week

[69 Ches. Co. Rep. **Coroniti v. Whitehorse Road-Phoenixville, LLC**

before trial commenced and in the face of a Request for Production of Documents. Defendant received these exhibits a day or two before trial. It had not seen them before. For these and a number of other reasons placed on the record, the court sustained the objection. Exhibits P-59 through P-64 were not admitted and the related testimony of Samuel Coroniti was stricken. Following the close of evidence, without objection, Plaintiffs withdrew their claim of consequential damages.

Unjust Enrichment

The Defendant asserts that the Plaintiffs are liable to it in an amount of several hundred thousand dollars representing the value of the benefit conferred upon the Seller after the Defendant obtained a Conditional Use Authorization in its pursuit of the unrealized Project. According to Defendant, the benefit it conferred resulted in the Plaintiffs being “unjustly enriched” at Defendant’s expense.

This claim of the Defendant is fatally flawed.

Unjust enrichment is an equitable doctrine that is inapplicable where the relationship between the parties is founded upon a written contract. In short, this court may not make a finding of unjust enrichment where a written contract between the parties exists. *Mitchell v. Moore*, 729 A.2d 1200 (1999), *Wilson Area School District v. Skepton*, 586 Pa. 513, 520, 895 A.2d 1250, 1254 (2006). Such was the case here. For this reason, the court does not feel that it needs to delve further into what the value of the conferred benefit is, or whether retention of the benefit is “unjust” under these circumstances.

CONCLUSIONS OF LAW

1. The Court has jurisdiction over the parties and the subject matter of this litigation.
2. The Sale Agreement entered between the Coronitis and Whitehorse was written, valid and a legally binding contract.
3. All times and dates for performance under the Sale Agreement were of the essence.
4. At the time Whitehorse entered into the Sale Agreement with the Coronitis, it knew that its proposed Project was not a by-right use and required conditional use approval.
5. Whitehorse was aware of the risks of dealing with Schuylkill Township on matters of land use.
6. Whitehorse assumed the risk of not receiving zoning and land development approvals for its Project from Schuylkill Township.
7. Whitehorse assumed the risk of not taking title to the Property.
8. Whitehorse could have closed under the Sale Agreement but choose not to.
9. The parties did not modify their Sale Agreement by entertaining certain discussions before suit was filed.
10. Whitehorse did not demonstrate “justifiable reliance” in respect to the same.

[69 Ches. Co. Rep. **Coroniti v. Whitehorse Road-Phoenixville, LLC**

11. Whitehorse breached the Sale Agreement when it failed to Close on the Property by the Default Date.
12. The Sale Agreement has terminated and ended in all respects.
13. Whitehorse has no legal, equitable, or contractual claims or rights in or to the Property.
14. Defendant's claim for unjust enrichment is barred inasmuch as there is a written contract between the parties in this case.
15. The Coronitis did not breach the Sale Agreement.
16. The Coronitis are entitled to the amount of \$45,000, comprising the \$25,000 Escrow Deposit posted by Whitehorse with Land Services USA, Inc., (the "Escrow Agent") and for the two (2) missed extension payments of \$10,000 each due to the Coronitis under the Sale Agreement.
17. Neither Plaintiffs nor Defendant have proven any other damages.
An appropriate order follows.

BY THE COURT:

Dated: September 29, 2021

/s/ Mark L. Tunnell, J.

Coroniti v. Whitehorse Road-Phoenixville, LLC

348 (2021)]

SAMUEL A. CORONITI,	:	IN THE COURT OF COMMON PLEAS
ABBE B. CORONITI, and	:	CHESTER COUNTY, PENNSYLVANIA
RICARDO S. CORONITI,	:	
Plaintiffs	:	CIVIL ACTION - LAW
	:	
v.	:	NO. 2019-07720-MJ
	:	
WHITEHORSE ROAD –	:	
PHOENIXVILLE, LLC	:	
Defendant/Counterclaim Plaintiff	:	

ORDER

AND NOW, this 29th day of September, 2021, after trial by the court sitting without a jury on September 20-23, 2021, in accordance with the Decision the court finds:

1. in favor of Plaintiffs, Samuel A. Coroniti, Abbe B. Coroniti and Ricardo S. Coroniti, and against Defendant, Whitehorse Road – Phoenixville, LLC, on Plaintiffs' Complaint for breach of contract in the amount of forty-five thousand dollars (\$45,000.00) with interest at the legal rate until paid; and
2. in favor of Plaintiffs, Samuel A. Coroniti, Abbe B. Coroniti and Ricardo S. Coroniti, and against Defendant, Whitehorse Road – Phoenixville, LLC, on Defendant's claim for breach of contract in no amount; and
3. in favor of Plaintiffs, Samuel A. Coroniti, Abbe B. Coroniti and Ricardo S. Coroniti, and against Defendant, Whitehorse Road – Phoenixville, LLC, on the Counterclaim for unjust enrichment.

BY THE COURT:

/s/ Mark L. Tunnell, J.

TABLE OF CONTENTS
LEGAL NOTICES

Change of Name Notice 2
Corporation Notice 2
Estate Notices **1st Publication** 2
Estate Notices **2nd Publication** 3
Estate Notices **3rd Publication** 5
Fictitious Name 6

NOTICES

Please note: All legal notices must be submitted in typewritten form and are published exactly as submitted by the advertiser unless otherwise specified. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes in content. The use of the word "solicitor" in the advertisements is taken verbatim from the advertiser's copy and the Law Reporter makes no representation or warranty as to whether the individual or organization listed as solicitor is an attorney or otherwise licensed to practice law. The Law Reporter makes no endorsement of any advertiser in this publication nor is any guarantee given to quality of services offered.

**CHANGE OF NAME NOTICE
IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA**

CIVIL ACTION**LAW NO. AD-21-0065**

NOTICE IS HEREBY GIVEN that the name change petition of Adrianna Christine Swick was filed in the above-named court and will be heard on Monday, January 24, 2022, at 10:00 AM, in Courtroom 7 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Thursday, September 30, 2021

Name to be changed from: Adrianna Christine Swick to: Adrianna Christine Swick-Newell
Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

Wesley W. Legg, Attorney for the Petitioner
The Law Office of Wesley W. Legg, Esquire LLC
28 S. Darlington St
West Chester, PA 19380

CORPORATION NOTICE

All Terrain Unlimited, Inc.
has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.
John A. Novello, Esquire
221 North Olive Street
Media, PA 19063

ESTATE NOTICES

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

1st Publication

BERNAUER, Annette Marie, late of West Chester. Joseph Bernauer, 1106 Hower Lane, Philadelphia, PA 19115, Executor.

BLIEM, Carlton S., late of North Coventry Township. Paul E. Bliem, care of ERIC C. FREY, Esquire, 105 E Phila Ave, Boyertown, PA 19512, Executor. ERIC C. FREY, Esquire, E. Kenneth Nyce Law Office, LLC, 105 E Phila Ave, Boyertown, PA 19512, atty.

CAVANAUGH, Patricia M., late of East Goshen Township. Mark C. Cavanaugh, care of LISA COMBER HALL, Esquire, 27 S Darlington St, West Chester, PA 19382, Executor. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S Darlington St, West Chester, PA 19382, atty.

DePHILLIPS, Marilyn Stephanie, late of East Brandywine Township. James Przywitowski, 107 Millbrook Dr, Chadds Ford, PA 19317, Executor.

DINSDALE, Elsie M., late of Uwchlan Township. Karen E. Stickney, care of LISA COMBER HALL, Esquire, 27 S Darlington St, West Chester, PA 19382, Executrix. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S Darlington St, West Chester, PA 19382, atty.

DUKE, Lee, a/k/a Lee E. Duke, late of West Brandywine Township. Lee E. Raring, 229 Pine Street, P.O. Box 115, Auburn, PA 17922, Executor. ROBIN L. HARLEY, Esquire, Zane, Rossi, Conville & Harley, 38 St. John Street, P.O. Box 96, Schuylkill Haven, PA 17972, atty.

FISHER, Linda Marie, a/k/a Lynda, Lyn, late of East Goshen Township. Administrator, care of Harry E. Fisher, Esquire, 108 Wilson Ave. box 45, Rising Sun, MD 21911, Executor.

HEISTAND, Robert Neff, late of Caln Township. JoAnn Heistand Chapel, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

HEISTAND, Bruce Edward, late of Caln Township. JudiLynn Heistand, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Administrator. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

MAHONEY, Janet Patricia, a/k/a Janet Beniston, late of Phoenixville. Elaine Mahoney, 2867 Regal Circle Apt H, Birmingham, AL 35216, Administrator.

McGLINCHEY, Wanda L., a/k/a Wanda McGlinchey-Ryan, late of West Whiteland Township. Erin L. McGlinchey, 5104 Village View Way #4, Missoula, MT 59803, Executrix.

MERCNER, Richard G., late of West Chester. Barbara M. Witherow, care of W. PETER BARNES, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. W. PETER BARNES, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

MILLER, Jeffrey Franklin, a/k/a Jeff Miller, late of Oxford Borough. Jeffrey Franklin Miller, 125 W. Hillside Dr., Oxford, PA 19363, Administrator. L. THEODORE HOPPE, JR., Esquire, 2 South Orange Street, Ste. 215, Media, PA 19063, atty.

PLUMPTON, JR., Vincent William, late of Oxford Borough. Linda A. Simasek, 503 Avon Dr., Landenberg, PA 19350, Executor. KATHLEEN K. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

RAICHLE, Dorothy E., late of East Pikeland Township. Thomas D. Raichle, care of STEPHEN I. BAER, Esquire, 1288 Valley Forge Rd., Suite 63, Phoenixville, PA 19460, Executor. STEPHEN I. BAER, Esquire, Baer Romain & Ginty, LLP, 1288 Valley Forge Rd., Suite 63, Phoenixville, PA 19460, atty.

SHEETS, Myranelle Mary, late of Oxford. Anna F. Miller, 266 Woody Brown Road, Rising, Sun, MD 21911, Executrix. WARREN A. HAMPTON, Esquire, Hampton & McCreary, 103 Crest Lane, Pottstown, PA 19465, atty.

STREAMER, William A., late of Tredyffrin Township. Cecilia L. Keller, care of LISA COMBER HALL, Esquire, 27 S Darlington St, West Chester, PA 19382, Executrix. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S Darlington St, West Chester, PA 19382, atty.

TATE, Jerry G., late of Oxford. David E. Tate, care of KARYN L. SEACE, CELA, Esquire, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, Executor. KARYN L. SEACE,

CELA, Esquire, Nescio & Seace, LLP, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, atty.

VAN ORSDALE, Jacqueline Freeman, late of West Fallowfield Township. Lynn Van Orsdale Brown, care of MATTHEW C. STONE, Esquire, 4126 Edgmont Avenue, Brookhaven, PA 19015, Executor. MATTHEW C. STONE, Esquire, The Law Offices of Stone & Stone, LLC, 4126 Edgmont Avenue, Brookhaven, PA 19015, atty.

VELDE, Louise P., late of West Goshen Township. Mary Anne Stout, care of JAMES B. GRIFFIN, CPA, Esquire, 623 N. Pottstown Pike, Exton, PA 19341, JAMES B. GRIFFIN, CPA. James B. Griffin, P.C., Esquire, Firm, 623 N. Pottstown Pike, Exton, PA 19341, atty.

WHITTEMORE, Diane D., late of East Caln Township. Ann B. Hicks & Michael R. Whittemore, care of JAMES B. GRIFFIN, CPA, Esquire, 623 N. Pottstown Pike, Exton, PA 19341, Executors. JAMES B. GRIFFIN, CPA, Esquire, James B. Griffin, P.C., 623 N. Pottstown Pike, Exton, PA 19341, atty.

WILLS, Howard, late of West Chester. Francis C. Miller, Esquire, 21 W Washington St, Suite D, West Chester, PA 19380, Administrator. FRANCIS C. MILLER, Esquire, Miller Law Offices, 21 W Washington St, Suite D, West Chester, PA 19380, atty.

2nd Publication

BEER, John J., a/k/a John Joseph Beer, late of Kennett Square. Jennifer E Beer, 59 Berkley Ave., Lansdowne, PA 19050, Executor.

BERGQVIST, Bo G., a/k/a Bo Bergqvist, late of Tredyffrin Township. Olof Bergqvist, 20 Mountain Rd., Tenafly, NJ 07670, Executor. KIMBERLY J. SCOTT, Esquire, Nachmias Morris & Alt LLC, 620 W. Germantown Pike, Ste. 350, Plymouth Meeting, PA 19462, atty.

BUCK, David B., late of North Coventry Township. Cynthia L. Buck, 1457 Evans Road, Pottstown, PA 19465, Administratrix. PHILIP J. EDWARDS, Esquire, Koch & Koch, 217 N. 6th St., Reading, PA 19601, atty.

WAGNER, Louise Green, late of Sadsbury Township. Stephanie Bedway, 21 Kingfisher Lane, Downingtown, PA 19385 & Chad Wagner, 116 E. 7 Stars Road, Phoenixville, PA 19460, Executors. William Adair Bonner, Esquire, Law Office of William Adair Bonner, 40 Blossom Hill Road, Glenn Mills, PA 19342, atty.

CARROLL, Robert F., late of Easttown Township. Andrew J. Malone, care of MICHAEL F. ROGERS, Esquire, 510 E. Township Line Rd., Ste. 150, Blue Bell, PA 19422, Executor. MICHAEL F. ROGERS, Esquire, Salvo Rogers Elinski & Scullin, 510 E. Township Line Rd., Ste. 150, Blue Bell, PA 19422, atty.

COMFORT, Florence M., late of West Chester. Patricia Dixon, 312 Gossell Rd., Coatesville, PA 19320, Executor. MARK A. BERENATO, Esquire, 225 Wilmington-West Chester Pike Suite 200 Chadds Ford, PA 19317, atty.

CZYZEWSKI, Francis J., late of West Caln Township. Kristina Lapsker, care of MAUREEN L. ANDERSON, Esquire, 605 Farm Ln., Doylestown, PA 18901, Administratrix. MAUREEN L. ANDERSON, Esquire, Maureen L. Anderson Elder Law, 605 Farm Ln., Doylestown, PA 18901, atty.

DIEHLE, Carol A., a/k/a Carol L. Diehle, late of Lincoln University. Douglas A. Diehle, care of EDWARD T. ROSTICK, Esquire, 104 Lakeside Drive, Southampton, PA 18966, Executor. EDWARD T. ROSTICK, Esquire, Edward T. Rostick & Associates, 104 Lakeside Drive, Southampton, PA 18966, atty.

HOPPER, Joanne C., a/k/a Joanne Hopper, late of Uwchlan Township. Susan Coblentz, 310 Bishop Morgan Ct., Downingtown, PA 19355, Executrix.

KECK, Arlene Helen, a/k/a Arlene Bayne Keck, Arlene Bayne, late of Coatesville. Barbara B Bullcock, 1231 Walnut Street, Coatesville, PA 19320, Executrix.

KOCYAN, Robert, late of East Whiteland Township. Arissara Kocyan, care of CHRISTOPHER M. BROWN, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Administrator. CHRISTOPHER M. BROWN, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063, atty.

McCORMICK, JR., James S., late of Uwchlan. Mary Ann McCormick, 1603 S. Plum Dr., Exton, PA 19341, Executor. RICHARD L. HUGHEY, Esquire, 22 W. Second Street, Media, PA 19063, atty.

McFARLAND, Carol L., late of East Bradford Township. Michele M. Lubas and Melissa Smith, 4048 S. Warner Rd., Lafayette Hill, PA 19444, Executrices.

MURPHY, John J., late of Schuylkill Township. Daniel P. Murphy, care of MAUREEN L. ANDERSON, Esquire, 605 Farm Ln., Doylestown, PA 18901, Executor. MAUREEN L. ANDERSON, Esquire,

Maureen L. Anderson Elder Law, 605 Farm Ln., Doylestown, PA 18901, atty.

NGUYEN, Tan Thanh, late of East Caln Township. Quynhchau Le-Khac, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA 19382, Administratrix. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

OLSON, Gene Leon, late of Upper Providence. John Olson, 9 Rutherford Ct., Royersford, PA 19468, Executor.

PARKES, Nancy L., late of Oxford Borough. L. Peter Temple, care of DONALD B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor.

PERFETTO, Monica M., late of East Coventry Township. Joseph James Perfetto, care of CAROLYN MARCHESANI, Esquire, PO Box 444, Pottstown, PA 19464, Executor. CAROLYN MARCHESANI, Esquire, Wolf, Baldwin & Associates, P.C., PO Box 444, Pottstown, PA 19464, atty.

PIAZZA, Vincent M., late of Schuylkill Township. Veronica A. Piazza, Vincent M. Piazza, Jr., Daniel J. Piazza, Tony C. Piazza and Thomas J. Piazza, care of LISA A. SHEARMAN, Esquire, 375 Morris Rd., P.O. Box 1479, Lansdale, PA 19446-0773, Executors. LISA A. SHEARMAN, Esquire, Hamburg, Rubin, Mullin, Maxwell & Lupin, PC, 375 Morris Rd., P.O. Box 1479, Lansdale, PA 19446-0773, atty.

RUNNION, Dianne F., a/k/a Dianne Runnion and Dianne Franciscus Runnion, late of West Pikeland Township. Alyssa Osayande, care of DAVID R. WHITE, JR., Esquire, Ten Penn Center, 1801 Market St., Ste. 1140, Philadelphia, PA 19103, Administratrix. DAVID R. WHITE, JR., Esquire, Fineman Kreckstein & Harris, P.C., Ten Penn Center, 1801 Market St., Ste. 1140, Philadelphia, PA 19103, atty.

STEVENS, Greta P., late of East Pikeland Township. Gordon D. Stevens, Jr. & Theodore M. Stevens, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executors. ANDREW H. DOHAN, Esquire, Lentz, Cantor & Massey, LTD, 460 E. King Road, Malvern, PA 19355-3049, atty.

THOMPSON, Shirley L., late of Kennett Township. L. Peter Temple, care of DONALD B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

WINCHELL, Anthony H., late of Kennett Township. David Winchell, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

3rd Publication

BACON, Peter F., late of Malvern Borough. Timothy D. Bacon, 844 Durant Court, West Chester, PA 19380, Executor.

BETTS, Richard Amidon, late of Pennsbury Township. Carolyn B. Johnston, 54 Ulverston Drive, Kennett Square, PA 19348, Executor.

BRAMLEY, William F., late of West Brandywine. Patricia B. Bramley, care of GARY E. THOMPSON, Esquire, 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, Administrator. GARY E. THOMPSON, Esquire, Carosella & Associates, P.C., 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, atty.

CHOUDHURY, Amarendu P. Roy, late of East Goshen Township. Danute F. Roy Choudhury, care of JOHN A. TERRILL, II, Esquire, 1001 Conshohocken State Rd., #1-300, West Conshohocken, PA 19428, Executor. JOHN A. TERRILL, II, Esquire, Heckscher, Teillon, Terrill & Sager, 1001 Conshohocken State Rd., #1-300, West Conshohocken, PA 19428, atty.

CLAUSER, Anna Antoinette, late of Coatesville. William J. Englerth, III, 1203 Bay Tree Ct., PO Box 220, Honey Brook, PA 19344, Executor.

CONAWAY, JR., Paul Edward, late of East Nantmeal Township. Judilyn Arena, care of JAMES M. JACQUETTE, Esquire, 400 Maryland Dr., P.O. Box 7544, Ft. Washington, PA 19034-7544, Executrix. JAMES M. JACQUETTE, Esquire, Timoney Knox, LLP, 400 Maryland Dr., P.O. Box 7544, Ft. Washington, PA 19034-7544, atty.

CONNER, Jane E., late of Avondale. David Conner, 4821 Homeville Rd., Cochranville, PA 19330, Executor. IRA D. BINDER, Esquire, 227 Cullen Rd, Oxford, PA 19363, atty.

DEGENER, Jack C., late of Kennett Square. Susan Blake, care of H. MICHAEL COHEN, Esquire, 144 West Market Street, West Chester, PA 19382, Executrix. H. MICHAEL COHEN, Esquire, Lachall, Cohen & Sagnor, 144 West Market Street, West Chester, PA 19382, atty.

DOONAN, SR., William F., late of Upper Uw-

chlans Township. Laurissa J. Doonan, 5 Waterview Road, Downingtown, PA 19335, Executor. DONALD F. KOHLER, JR., Esquire, 27 South Darlington Street, West Chester, PA 19382, atty.

EAST, Judith, late of Exton. Mark East, 2329 South Stone Street, Albion, IN 46701, Personal Representative.

FLEMING, Constance Spink, late of Pennsbury Township. William M. B. Fleming, Jr., care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

FLORIAN, Patricia L., late of Coatesville. Brianna Miranda, care of KEVIN J. RYAN, Esquire, 220 West Gay Street, West Chester, PA 19380, Executrix. KEVIN J. RYAN, Esquire, Ryan Morton & Imms LLC, 220 West Gay Street, West Chester, PA 19380, atty.

HAMMOND, Lucinda M., late of Tredyffrin Township. Thomas M. Marturamo, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, Lentz, Cantor & Massey, LTD., 460 E. King Road, Malvern, PA 19355-3049, atty.

HOUGHTON, Joseph Francis, late of Kennett Township. Angela D. Hughton, care of STEPHEN M. ASBEL, Esquire, Cira Centre, 13 Floor, 2929 Arch Street, Philadelphia, PA 19104, Executor. STEPHEN M. ASBEL, Esquire, Cira Centre, 13 Floor, 2929 Arch Street, Philadelphia, PA 19104, atty.

KLONARIS, James A., late of West Sadsbury Township. Patricia J. Sauer & Pamela S. Klonaris, care of ASHLEY A. GLICK, Esquire, 131 W. Main Street, New Holland, PA 17557, Administrators. ASHLEY A. GLICK, Esquire, Kling & Deibler, LLP, 131 W. Main Street, New Holland, PA 17557, atty.

LANDIN, Lillian A., late of Kennett Township. Kristy L. Flathmann, 322 Maple Drive, Kennett Square, PA 19348, Executrix. WILLIAM E. HOWELL III, Esquire, 110 E. State St., Suite 1, Kennett Square, PA 19348, atty.

LASKUS, Anita Wooley, late of West Brandywine. Geri Laskus-Barends, 1048 Townsend Circle, Wayne, PA 19087, Executrix.

MOORE, Grace I., late of Newlin Township. Lawrence E. Moore, care of JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkesburg, PA 19365, Executor. JANIS M. SMITH, Esquire, Janis M. Smith, Attorney At Law, 4203 West Lincoln Highway, Parkesburg, PA 19365, atty.

PALMOS, William Paul, late of East Nottingham Township. George B. Palmos, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

POWELL, Stacy, late of West Chester. Audrey Larsen, PO Box 120, Lyndell, PA 19354, Administrator.

RONCASE, Joan Marie, late of Phoenixville Borough. Raymond C. Roncase, Jr., 7699 E. Hwy. K-4, Gypsum, KS 67448, Executor.

ROSS, Jacqueline Gay, a/k/a Jacqueline Gay Prutzman and Jacqueline Gay Snodgrass, late of East Pikeland Township. Gay Susan Love, care of BRETT W. SENIOR, Esquire, 125 Strafford Ave., Ste. 112, Wayne, PA 19087, Executrix. BRETT W. SENIOR, Esquire, Brett Senior & Associates, P.C., 125 Strafford Ave., Ste. 112, Wayne, PA 19087, atty.

RUTLEDGE, Jennifer L., late of Parkesburg. Dwane W. Rutledge, care of KEVIN J. RYAN, Esquire, 220 West Gay Street, West Chester, PA 19380, Administrator. KEVIN J. RYAN, Esquire, Ryan Morton & Imms LLC, 220 West Gay Street, West Chester, PA 19380, atty.

SCHAEFFER, Mary A., late of Phoenixville Borough. Craig F. Schaeffer, care of ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, Executor. ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, atty.

SCHOFIELD, H. Randolph, late of Pennsbury Township. Christopher R. Schofield, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

SHEARMAN, Joanne Warr, late of Downingtown. Clyde W Shearman, 607 Chesterville Way, West Chester, PA 19382, Executor.

ST. GEORGES, Patricia McIlvain, late of East Nantmeal Township. James McIlvain Ruffing and Anne Ruffing Liskey, care of LOUIS N. TETI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executors. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

TAYLOR, Jack M., late of Willistown Township. Robin S. Taylor, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, Lentz, Cantor & Massey, LTD., 460 E. King Road, Malvern, PA 19355-3049, atty.

TIRNEY, Geraldine Pauline, a/k/a Geraldine C. Tirney, late of Tredyffrin Township. Charles Tirney, care of DANA M. BRESLIN, Esquire, 3305 Edgmont Avenue, Brookhaven, PA 19015, Executor. DANA M. BRESLIN, Esquire, Breslin Murphy Roberts P.C., 3305 Edgmont Avenue, Brookhaven, PA 19015, atty.

WAHL, Jane R., late of Kennett Square. Anthony G. Wahl, care of NEIL W. HEAD, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. NEIL W. HEAD, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

WILKINSON, Delores Joan, a/k/a Joan Wilkinson, Delores Joan Hepler, late of West Chester. John Wilkinson, 23 Jewel Drive, Mount Joy, PA 17552, Administrator.

FICTITIOUS NAME

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

Paramour Boudoir, with its principal place of business at 20 E. Bridge St, #204, Spring City, PA 19475. The application has been (or will be) filed on: Thursday, November 18, 2021. The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Amie Schroeder, 313 Wheatfield Circle, Hatfield, PA 19440.

Lione's Pizza, with its principal place of business at 116 Wallace Ave, Downingtown, PA 19335. The application has been (or will be) filed on: Tuesday, October 26, 2021. The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Scaevola Culinary, LLC.

MEETING SPACE?

Looking for just the right meeting space? The Chester County Bar Association facilities are utilized on a regular basis for depositions, client meetings and seminars. We have rooms available for rental by the half-day or full day – a conference room, a board room and seminar rooms. We are located just one block from the Courthouse and convenient parking is available. For more information, visit us at www.chescobar.org. To reserve your room, please call 610-692-1889.

SAMPLE AD

Classified Ads for the Chester County Law Reporter ONLY \$.20 per space/character

ESTATES/TRUSTS ATTORNEY

Estates/Trusts Attorney sought for growing, collegial Main Line firm. Send resume with cover letter and salary requirements, in confidence to responses10@gmail.com

ASSOCIATE ATTORNEY

LaMonaca Law is seeking associate attorneys to join our expanding main line law firm. Required: minimum of 2 years family law experience, transportation, career oriented, ability to multi-task in a fast paced environment. Send resume and salary requirements to Kristy@LaMonacaLaw.com.