

Adams County Legal Journal

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IN THE COURT OF COMMON PLEAS
OF ADAMS COUNTY, PENNSYLVANIA

CHANGE OF NAME
NO. 2022-SU-702

IN THE MATTER OF
PETITION FOR CHANGE OF NAME OF
AMY JO MCKENZIE
AN ADULT

NOTICE

NOTICE IS HEREBY GIVEN that on the 21st day of July 2022, the Petition for Change of Name of An Adult of AMY JO MCKENZIE, was filed in the Adams County Court of Common Pleas at NO. 2022-SU-702, seeking to change her name from AMY JO MCKENZIE TO AIMEE JO MCKENZIE. The Court has fixed October 21, 2022, at 11:15 a.m. in courtroom number four in the Adams County Judicial Center, 117 Baltimore Street, Gettysburg, PA 17325 as the date for the hearing of the Petition. All persons interested in the proposed change of name may appear and show cause, if any they have, why the Petition should not be granted.

Miranda L. Blazek, Esq.
Strausbaugh Law, PLLC
1201 West Elm Avenue, Suite 2
Hanover, PA 17331
Attorney for Petitioner

8/19

GETTYSBURG CONTRACTING, INC. d/b/a
GETTYSBURG CONSTRUCTION COMPANY VS.
ATOMIC DOG CIDERY, LLC d/b/a JACK'S HARD CIDER

1. Gettysburg Contracting, Inc. d/b/a Gettysburg Construction Company (“Gettysburg Contracting”) commenced this litigation against Atomic Dog Cidery, LLC d/b/a Jack’s Hard Cider (“Atomic Dog”), seeking payment for construction work performed at a property owned by Atomic Dog located at The Outlets at Gettysburg. ... In response, Atomic Dog has filed a responsive pleading which includes causes of action for fraudulent misrepresentation, negligent misrepresentation, and two counts of breach of contract. Currently before the Court are Gettysburg Contracting’s Preliminary Objections demurring to the fraudulent and negligent misrepresentation claims and seeking more specific pleading on the breach of contract claims.

2. Although “fraudulent misrepresentation can take many forms, a breach of a promise to do something in the future does not constitute fraud.”

3. In the Counterclaim, Atomic Dog describes the representations at issue as “promises.” ... Each of the statements concern future action that Gettysburg Contracting agreed to undertake if hired by Atomic Dog. Indeed, the representations at issue are, in essence, the primary terms of the agreement which is in dispute between the parties.

4. Atomic Dog’s argument entails that every breach of contract claim in this scenario can be converted into an action based upon fraud. Such a result is illogical and it ignores the distinct elements of the separate causes of action.

5. Instantly, other than the alleged representations made by Gettysburg Contracting as discussed above, the terms of the contract are not further identified. To simply claim, as Atomic Dog does, an agreement to pay \$1,750,000 for completion of a construction “project” without more specific identification of what the project entailed, improperly denies the responding party any opportunity to meaningfully reply or prepare a defense.

IN THE COURT OF COMMON PLEAS OF ADAMS COUNTY,
PENNSYLVANIA, 2021-SU-1047, GETTYSBURG
CONTRACTING, INC. d/b/a GETTYSBURG CONSTRUCTION
COMPANY VS. ATOMIC DOG CIDERY, LLC d/b/a JACK'S
HARD CIDER.

Brian C. Caffrey, Esquire, Attorney for Plaintiff
Matthew M. Haar, Esquire, Attorney for Defendant
George, P. J., April 5, 2022

OPINION

Gettysburg Contracting, Inc. d/b/a Gettysburg Construction Company (“Gettysburg Contracting”) commenced this litigation against Atomic Dog Cidery, LLC d/b/a Jack’s Hard Cider (“Atomic Dog”), seeking payment for construction work performed at a property owned by Atomic Dog located at The Outlets at Gettysburg,

Straban Township, Adams County, Pennsylvania. In an effort to collect fees for services allegedly due, Gettysburg Contracting has initiated causes of action under the Contractor and Subcontractor Payment Act, for breach of contract, and in quantum meruit. In response, Atomic Dog has filed a responsive pleading which includes causes of action for fraudulent misrepresentation, negligent misrepresentation, and two counts of breach of contract. Currently before the Court are Gettysburg Contracting's Preliminary Objections demurring to the fraudulent and negligent misrepresentation claims and seeking more specific pleading on the breach of contract claims. For the reasons set forth below, the Court sustains Gettysburg Contracting's Preliminary Objections.

In support of its claim of fraudulent misrepresentation, Atomic Dog contends that representatives from Gettysburg Contracting made three representations which induced Atomic Dog to enter into the construction contract. The representations are identified as promises to: (1) complete the project for \$1,750,000 by April 2020; (2) maintain a "CEO to CEO" relationship between the principals of the respective limited liability corporations; and (3) provide written weekly and monthly reports to Atomic Dog. The counterclaims further allege that these representations were made falsely, or with knowledge of their falsity, or otherwise were recklessly made without consideration as to their truth or falsity. Gettysburg Contracting demurs, arguing that even assuming the promises were made, Atomic Dog cannot pursue a cause of action for fraudulent misrepresentation because the misrepresentations were promises for future performance rather than actual false representations as to matters of fact.

A preliminary objection in the nature of a demurrer pursuant to Pa.R.Civ.P. 1028(a)(4) "is a preliminary objection that the pleadings fail to set forth a cause of action upon which relief can be granted *under any theory of law.*" *Sutton v. Miller*, 592 A.2d 83, 87 (Pa. Super. 1991) (emphasis in original). A demurrer therefore requires the court to consider "whether, on the facts averred, the law indicates with certainty that no recovery is possible." *Bayada Nurses, Inc. v. Commonwealth, Dep't of Lab. & Indus.*, 8 A.3d 866, 871 (Pa. 2010). Thus,

[w]here it appears that the law will not permit recovery, the court may sustain preliminary objections in the nature

of a demurrer. In making this decision, the court must accept as true all well pleaded material allegations and any reasonable inferences therefrom. However, a court need not accept as true conclusions of law, unwarranted inferences, allegations, or expressions of opinion.

Id. at 844 (internal quotation and citations omitted). “Where a doubt exists as to whether a demurrer should be sustained, this doubt should be resolved in favor of overruling it.” *R.W. v. Manzek*, 888 A.2d 740, 749 (Pa. 2005).

In order to establish a claim for fraudulent misrepresentation, a party must prove:

- (1) A representation;
- (2) which is material to the transaction at hand;
- (3) made falsely, with knowledge of its falsity or recklessness as to whether it is true or false;
- (4) with the intent of misleading another into relying on it;
- (5) justifiable reliance on the misrepresentation; and,
- (6) the resulting injury was proximately caused by the reliance.

Weston v. Northampton Pers. Care, Inc., 62 A.3d 947, 960 (Pa. Super. 2013) (quoting *Ira G. Steffy & Son, Inc. v. Citizens Bank of Pa.*, 7 A.3d 278, 290 (Pa. Super. 2010), *appeal denied*, 27 A.3d 1015 (Pa. 2011)). Although “fraudulent misrepresentation can take many forms,” *Kostryckj v. Pentron Lab’y Techs., LLC*, 52 A.3d 333, 339 (Pa. Super. 2012), “a breach of a promise to do something in the future does not constitute fraud,” *Krause v. Great Lakes Holdings, Inc.*, 563 A.2d 1182, 1190 (Pa. Super. 1989); *see also Shoemaker v. Commonwealth Bank*, 700 A.2d 1003, 1006 (Pa. Super. 1997).¹

¹ The cases cited by Atomic Dog are distinguishable from the instant matter. Both *Daimler v. Moehle*, No. CV 18-165, 2019 WL 2422843, at *5 (W.D. Pa. June 10, 2019) and *West Chester Univ. Foundation v. MetLife Insurance Co. of Connecticut*, 259 F. Supp. 3d 211, 221–22 (E.D. Pa. 2017) involved statements made by defendants referencing “future occurrences” or future actions by third parties. Arguably, the representations referenced future actions by third parties as factual when in actuality there was no such certainty as to their occurrence. In the instant matter, Gettysburg Contracting’s statements (see Atomic Dog’s Answer ¶ 108) were not factual representations as to future actions by others but rather commitments arising under the terms of the parties’ agreement. In any event, the cases cited by Atomic Dog are from federal district courts and therefore not binding upon this Court.

In the Counterclaim, Atomic Dog describes the representations at issue as “promises.” Answer to Complaint with New Matter and Counterclaim ¶¶ 86, 87, 90, and 92. Each of the statements concern future action that Gettysburg Contracting agreed to undertake if hired by Atomic Dog. Indeed, the representations at issue are, in essence, the primary terms of the agreement which is in dispute between the parties. As discussed in greater detail below, the only identified terms of the contract alleged in Atomic Dog’s Counterclaim for breach of contract are the three terms which Atomic Dog claims were fraudulently uttered. Atomic Dog’s argument entails that every breach of contract claim in this scenario can be converted into an action based upon fraud. Such a result is illogical as it ignores the distinct elements of the separate causes of action. Accordingly, the objection to Count I of the Counterclaim will be sustained.

The same analysis applies to Gettysburg Contracting’s second Preliminary Objection. A party must prove four elements to establish “a common law claim for negligent misrepresentation”: “(1) a misrepresentation of a material fact; (2) made under circumstances in which the misrepresenter ought to have known its falsity; (3) with an intent to induce another to act on it; and (4) which results in injury to a party acting in justifiable reliance on the misrepresentation.” *Gongloff Contracting, L.L.C. v. L. Robert Kimball & Assocs., Architects & Eng’rs, Inc.*, 119 A.3d 1070, 1076 (Pa. Super. 2015). Instantly, Gettysburg Contracting’s representations were not statements of material fact but rather promises which are the essential terms of a contract for future performance, as discussed *supra*. As such, Atomic Dog cannot make out a case of negligent misrepresentation, and the demur to Count II of the Counterclaim is sustained.

Gettysburg Contracting’s remaining Preliminary Objection raising insufficiency of pleading is also well placed. A party to a lawsuit may raise a preliminary objection on the ground of “insufficient specificity in a pleading” pursuant to Pa.R.Civ.P. 1028(a)(3). As a fact pleading state, Pennsylvania requires a pleading party to define issues and identify “every act or performance essential to” the cause of action set forth in the complaint. *Est. of Swift v. Ne. Hosp. of Phila.*, 690 A.2d 719, 723 (Pa. Super. 1997). This instruction requires that the material facts on which a cause of action is based “be stated in a concise and summary form.” Pa.R.Civ.P. 1019(a). The purpose

of Pa.R.Civ.P. 1019(a) is to require the pleading party to disclose material facts sufficient to enable the adverse party to prepare a defense. *Baker v. Rangos*, 324 A.2d 498, 505–06 (Pa. Super. 1974). Thus, a complaint must formulate the issues by fully summarizing the material facts essential to support the claim. *Cassell v. Shellenberger*, 514 A.2d 163, 165 (Pa. Super. 1986). As the Superior Court of Pennsylvania has recognized,

[t]he pertinent question under Rule 1028(a)(3) is “whether the complaint is sufficiently clear to enable the defendant to prepare his defense,” or “whether the plaintiff’s complaint informs the defendant with accuracy and completeness of the specific basis on which recovery is sought so that he may know without question upon what grounds to make his defense.”

Rambo v. Greene, 906 A.2d 1232, 1236 (Pa. Super. 2006) (quoting *Ammlung v. City of Chester*, 302 A.2d 491, 498 n.36 (Pa. Super. 1973)).

Instantly, Atomic Dog raises two Counterclaims for breach of contract. It is well established that three elements are necessary to plead a cause of action for breach of contract: “(1) the existence of a contract, including its essential terms; (2) a breach of the contract; and, (3) resultant damages.” *Meyer, Darragh, Buckler, Bebenek & Eck, P.L.L.C. v. Law Firm of Malone Middleman, P.C.*, 137 A.3d 1247, 1258 (Pa. 2016). Counts III and IV of the current Counterclaim fall short of this requirement.

Instantly, other than the alleged representations made by Gettysburg Contracting as discussed above, the terms of the contract are not further identified. To simply claim, as Atomic Dog does, an agreement to pay \$1,750,000 for completion of a construction “project” without more specific identification of what the project entailed, improperly denies the responding party any opportunity to meaningfully reply or prepare a defense.²

² Atomic Dog denies that the exhibits attached to Gettysburg Contracting’s Complaint reflect the terms of the parties’ agreement as it related to the project at issue. See Answer with New Matter and Counterclaim ¶ 8. Atomic Dog also denies that a design drawing attached to Gettysburg Contracting’s Complaint evidences the terms of the parties’ agreement. See Answer with New Matter and Counterclaim ¶ 9. Finally, Atomic Dog denies that the document attached to the Complaint as Exhibit C was ever agreed to by the parties. See Answer with New Matter and Counterclaim ¶ 15.

The Counterclaim's vague pleadings do little to focus the issues and, to the contrary, improperly permit boundless adaptations over the course of the litigation. For instance, Atomic Dog, throughout the pleadings, claims that one of the three relevant representations contained in the understanding between the parties related to Gettysburg Contracting's alleged duty to provide written weekly and monthly reports of the project's progress to Atomic Dog. Answer with New Matter and Counterclaim ¶ 16.

However, later in the pleading, Atomic Dog claims that "[o]ne of the reports that [Gettysburg Contracting] promised to provide was a 'red, yellow, green' report showing specific items of work that were either in jeopardy (red), potentially in jeopardy (yellow) or on track (green)." Answer with New Matter and Counterclaim ¶ 90. Although the difference between the two allegations is subtle, the later allegation appears to identify a specifically defined duty which might potentially, if true, alter the determination of whether a breach occurred. The ability of a party to more specifically define the essential terms of a contract as the litigation unfolds clearly places a responding party at an unfair disadvantage. It is for this reason the law requires all the essential terms of a contract to be specifically pled.

In light of the foregoing, Gettysburg Contracting's Preliminary Objections to Counts III and IV of Atomic Dog's Counterclaim will be sustained, and the attached Order is entered.

ORDER OF COURT

AND NOW, this 5th day of April, 2022, it is hereby Ordered:

1. Plaintiff's demur to Counts I and II of Defendant's Counterclaim are sustained. Counts I and II of Defendant's Counterclaim are dismissed with prejudice; and
2. Plaintiff's Preliminary Objections for insufficiency of pleading to Counts III and IV of Defendant's Counterclaim are sustained. Counts III and IV of Defendant's Counterclaim are stricken without prejudice. Defendant is granted twenty (20) days from the date of this Order within which to file an amended pleading in support of the causes of action set forth in Counts III and IV of the Counterclaim.

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale online auction conducted by Bid4Assets, 8757 Georgia, Ave., Suite 520, Silver Spring, MD 20910. On September 16th, 2022 at 10:00 a.m.

No. 22-SU-161

JPMorgan Chase Bank, National Association

vs.

Robert A. Bergey, Jr. and Peggy M. Bergey

Property Address: 65 P And Q Road, Biglerville, PA 17307

UPI/Tax Parcel Number: 29E07-0079---000

Owner(s) of property situate in Menallen Township, Adams County, Pennsylvania Improvements Thereon:

A Residential Dwelling

Judgment Amount: \$72,021.45

Attorneys for Plaintiff:

Kristen D. Little, Esq.

LOGS Legal Group LLP

No. 22-SU-219

Wells Fargo Bank, N.A.

vs.

Dustin D. Boyer

Property Address: 5426 Carlisle Pike, New Oxford, PA 17350

UPI/Tax Parcel Number: 36001-0009-000

Owner(s) of property situate in Reading Township, Adams County, Pennsylvania Improvements Thereon:

Residential Dwelling

Judgment amount \$164,049.54

Attorneys for Plaintiff:

Manley Deas Kochalski LLC

P.O. Box 165028

Columbus, OH 43216-5028

614-220-5611

No. 22-SU-181

Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee of the Aspen Holding Trust, A Delaware Statutory Trust

vs.

Amelia Contreras and Jesus Contreras

Property Address: 17 Pine Lane, New Oxford, PA 17350

UPI/Tax Parcel Number: 35008-0120-000

Owner(s) of property situate in Oxford Township, Adams County, Pennsylvania Improvements Thereon:

Residential Dwelling

Judgement Amount: \$55,512.36

Attorneys for Plaintiff:

Stern & Eisenberg PC

No. 22-SU-143

HMC Assets, solely in its capacity as Separate Trustee of Cam XI Trust

vs.

Lesa M. Ferris a/k/a Lesa M. Cavicchio

Property Address: 430 Onyx Road, New Oxford, PA 17350

UPI/Tax Parcel Number: J12-238---000

Owner(s) of property situate in Oxford Township, Adams County, Pennsylvania Improvements Thereon:

Residential Dwelling

Judgment: \$435,624.78

Attorneys for Plaintiff:

Pincus Law Group, PLLC

Kia N. House, Esq. (321503)

2929 Arch Street, Suite 1700

Philadelphia, Pa 19104

Telephone: 484-575-2201

No. 22-SU-177

Pennsylvania Housing Finance Agency

vs.

Samuel Adam Hand

Property Address: 308 East York Street, Biglerville, PA 17307

UPI/Tax Parcel Number:

05004-0005---000

Owner(s) of property situate in

Biglerville Borough, Adams County,

Pennsylvania

Improvements Thereon:

Residential Dwelling

Judgment Amount: \$240,894.89

Attorneys for Plaintiff:

Leon P. Haller, PA I.D. #15700

No. 22-SU-75

Amerihome Mortgage Company, LLC

vs.

Benjamin P. Jones

Property Address: 87 Chapel Road Extended, Gettysburg, PA 17325

UPI/Tax Parcel Number:

09E17-0066G-000

Owner(s) of property situate in

Cumberland Township, Adams County,

Pennsylvania

Improvements thereon consist of

Residential Real Estate

Judgment Amount: \$179,370.77

Attorneys for Plaintiff:

Stern & Eisenberg, PC

1581 Main Street, Suite 200

The Shops at Valley Square

Warrington, PA 18976

No. 22-SU-180

Reverse Mortgage Funding LLC

vs.

Mycala S. Kaczorowski

Property Address: 1091 Ridge Road, Gettysburg, PA 17325

UPI/Tax Parcel Number:

09F16-0056---000

Owner(s) of property situate in Cumberland Township, Adams County, Pennsylvania

Improvements Thereon:

A Residential Dwelling

Judgment Amount: \$248,714.77

Attorneys for Plaintiff:

Samantha Gable, Esq.

LOGS Legal Group LLP

No. 22-SU-78

Bank Of America, N.A.

vs.

Gerhard Noerr and Janet V. Noerr

Property Address: 404 Prince Street, Littlestown, PA 17340

UPI/Tax Parcel Number:

27005-0030---000

Owner(s) of property situate in

Littlestown Borough, Adams County,

Pennsylvania

Improvements Thereon:

Residential Dwelling

Judgment Amount: \$88,296.86

Attorneys for Plaintiff

LOGS Legal Group LLP

Christopher A. DeNardo

NOTICE directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than (30) thirty days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within (10) ten days thereafter.

Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER 20% OF THE PURCHASE PRICE OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.

James W. Muller

Sheriff of Adams County

www.adamscounty.us

8/19, 8/26, & 9/2

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale online auction conducted by Bid4Assets, 8757 Georgia, Ave., Suite 520, Silver Spring, MD 20910. On September 16th, 2022 at 10:00 a.m.

No. 19-SU-905
Wells Fargo Bank, N.A.
vs.

Elizabeth Roden, as Believed Heir and/or Administrator of The Estate of James Gilbert Roden, a/k/a James Roden, Unknown Heirs and/or Administrators to The Estate of James Gilbert Roden, a/k/a James Roden
Property Address: 56 Kinneman Road, Abbottstown, PA 17301

UPI/Tax Parcel Number:
01005-0034-000, 01005-0034A-000
Owner(s) of property situate in the Borough of Abbottstown, Adams County, Pennsylvania
Improvements Thereon:
Residential Dwelling
Judgment Amount \$168,351.40
Attorneys for Plaintiff:
Manley Deas Kochalski LLC
P.O. Box 165028
Columbus, OH 43216-5028
614-220-5611

No. 22-SU-74
Northpointe Bank
vs.

Jason Smith
Property Address: 900 Boyds School Road, Gettysburg, Pa 17325
UPI/Tax Parcel Number:
09F11-0261-000

Owner(s) of property situate in Cumberland Township, Adams County, Pennsylvania
Improvements Thereon:
Residential Dwelling.
Judgment Amount: \$470,469.96
Attorneys for Plaintiff:
The Offices of Gregory Javardian, LLC

No. 19-SU-1005
The Bank of New York Mellon f/k/a The Bank of New York, As Trustee for The Certificate holders of The Cwabs Inc., Asset-Backed Certificates, Series 2005-16
vs.

Kimberly Wolfgang, Known Heir and Administratrix of The Estate of Thomas E. Wolfgang a/k/a Thomas Eugene Wolfgang, Deceased, Sarah K. Wolfgang a/k/a Sarah Kay Wolfgang, Known Heir of Thomas E. Wolfgang a/k/a Thomas Eugene Wolfgang, Deceased
Property Address: 330 McSherry Woods Drive, Littlestown, PA 17340

UPI/Tax Parcel Number:
27011-0124---000
Owner(s) of property situate in Littlestown Borough, Adams County, Pennsylvania
Improvements Thereon:
Residential Dwelling
Judgment: \$173,816.88
Attorneys for Plaintiff:
Pincus Law Group, PLLC
Michael R. Lipinski, Esq. (323806)
2929 Arch Street, Suite 1700
Philadelphia, PA 19104
Telephone: 484-575-2201

No. 21-SU-1133
Wilmington Savings Fund Society, FSB, Not Individually but Solely as Trustee for Finance of America
Structured Securities Acquisition Trust 2018-HB1
vs.

Joel Zimmerman, Known Heir of Virgil Love, Deceased, Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from Or Under Virgil Love, Deceased
Property Address: 1053 Highland Avenue Road, Gettysburg, PA 17325
UPI/Tax Parcel Number:
38G13-0083-000
Owner(s) of property situate in Straban Township, Adams County, Pennsylvania
Improvements Thereon:
A Residential Dwelling
Judgment Amount: \$235,353.46
Attorneys for Plaintiff:
Christopher A. DeNardo
Logs Legal Group LLP

NOTICE directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than (30) thirty days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within (10) ten days thereafter.

Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER 20% OF THE PURCHASE PRICE OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.

James W. Muller
Sheriff of Adams County
www.adamscounty.us

8/19, 8/26, & 9/2

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 EMMA M. BAIR, DEC'D**

Late of Conewago Township, Adams County, Pennsylvania

Danielle E. Kale, 6310 Lauren Lane, Spring Grove, PA 17362

ESTATE OF HOWARD G. GUISE, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executor: Mark L. Guise, 118 Heritage Drive, Gettysburg, PA 17325

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

ESTATE OF DONALD E. KIMPLE, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: Kyle Kimple Kahn, c/o Barbara Entwistle, Esq., Entwistle & Roberts, PC, 37 West Middle Street, Gettysburg, PA 17325

Attorney: Barbara Entwistle, Esq., Entwistle & Roberts, PC, 37 West Middle Street, Gettysburg, PA 17325

ESTATE OF KENNETH C. MARTIN, DEC'D

Late of Highland Township, Adams County, Pennsylvania

Administratrix: Victoria Martin-Knepper, 2156 New Franklin Road, Chambersburg, PA 17202

Attorney: Clayton A. Lingg, Esq., Mooney Law, 230 York Street, Hanover, PA 17331

ESTATE OF QUIN MIKAEL SORENSON, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Lana J. Emery, 291 Sanders Road, Fairfield, PA 17320; Walter M. Barlow, 291 Sanders Road, Fairfield, PA 17320

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

ESTATE OF RAYMOND E. STEFAN, JR., a/k/a RAYMOND EDWARD STEFAN, JR., DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: Michael Stefan, 96 Collier Run Road, P.O. Box 427, Friendsville, MD 21531

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

SECOND PUBLICATION**ESTATE OF WILLIAM G. ADAMS, DEC'D**

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Executors: Linda Marie Brown, 314 Hollywood Avenue, New Oxford, PA 17350; William T. Adams, 11 Panther Drive, Hanover, PA 17331

Attorney: Crabbs & Crabbs, 202 Broadway, Hanover, PA 17331

ESTATE OF RHODA E. GROVE, DEC'D

Late of Union Township, Adams County, Pennsylvania

Executor: Everett R. Grove, 404 Hostetter Road, Hanover, PA 17331

Attorney: Matthew L. Guthrie, Esq., Barley Snyder LLP, 14 Center Square, Hanover, PA 17331

ESTATE OF JOSEPH E. HARMAN, DEC'D

Late of Tyrone Township, Adams County, Pennsylvania

Executrix: Judy A. Harman, 205 Lobaugh Road, Aspers, PA 17304

Attorney: Matthew L. Guthrie, Esq., Barley Snyder LLP, 14 Center Square, Hanover, PA 17331

ESTATE OF STANLEY ALLEN JONES, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Administrator: Doris Ann Jones, 75 Mountain Lane, Fairfield, PA 17320

Attorney: Matthew R. Battersby, Esq., Battersby Law Office, P.O. Box 215, Fairfield, PA 17320

ESTATE OF LINDA G. STARRY, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Dorothy M. Johnson, 278 Longstreet Drive, Gettysburg, PA 17325

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

THIRD PUBLICATION**ESTATE OF CAROL A. BAKER a/k/a CAROL ANN BAKER, DEC'D**

Late of Straban Township, Adams County, Pennsylvania

Personal Representative: Farmers and Merchants Trust Company of Chambersburg, 1500 Nitterhouse Drive, P.O. Box 6010, Chambersburg, PA 17201

Attorney: Tracy J. Ross, Esq., Keller, Keller, Beck and Ross, LLC, 1035 Wayne Avenue, Chambersburg, PA 17201

ESTATE OF PAULETTE M. DUBBS a/k/a PAULETTE KAY DUBBS, DEC'D

Late of the Borough of McSherrystown, Adams County, Pennsylvania

Executrix: Barbara A. Perrone, 608 Northland Drive, Hanover, PA 17331

Attorney: Clayton A. Lingg, Esq., Mooney Law, 230 York Street, Hanover, PA 17331

ESTATE OF THOMAS R. LAPELOSA a/k/a TOM LAPELOSA a/k/a THOMAS RUSSELL LAPELOSA, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Kelly Noel Fort, 2684 Camel Court, Manchester, MD 21102; Bonnie Elaine Martz, 11 Summer Drive, Gettysburg, PA 17325; Brittany Michelle Lapelosa, 516 Delone Avenue, McSherrystown, PA 17344

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

ESTATE OF SARA M. LASER, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executor: Mark T. Laser, c/o John C Oszustowicz, Esq., 104 South Hanover Street, Carlisle, PA 17013

Attorney: John C Oszustowicz, Esq., 104 South Hanover Street, Carlisle, PA 17013

ESTATE OF ANNIE E. McCLAIN, DEC'D

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

Personal Representative: Beverley A. Neiderer, 1745 Storms Store Road, New Oxford, PA 17350

Attorney: G. Steven McKonly, Esq., 119 Baltimore Street, Hanover, PA 17331

ESTATE OF PATRICIA ANN SYKES, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executor: Aaron Sykes, 45 Benwell Road, Unit 301, Reisterstown, MD 21136

Attorney: Clayton A. Lingg, Esq., Mooney Law, 230 York Street, Hanover, PA 17331



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