

ADVANCE SHEET

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Room One Corporation v. Hummelstown Post No. 265,
American Legion Department of Pennsylvania and P. Jules Patt
Bar Association Page

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Estate Notices

DECEDENTS ESTATES

NOTICE IS HEREBY GIVEN that letters testamentary or of administration have been granted in the following estates. All persons indebted to the estate are required to make payment, and those having claims or demands to present the same without delay to the administrators or executors or their attorneys named below.

FIRST PUBLICATION

ESTATE OF RUTH S. GRUBER, late of Harrisburg, Dauphin County, Pennsylvania. Executrix: Arlene R. Taylor. Attorney: Jennifer B. Hipp, Esq., One West Main Street, Shiremanstown, PA 17011. y6-y20

ESTATE OF ALGER L. GILMORE, JR., late of Dauphin County, Pennsylvania. Executor: Brian A. Gilmore, 319 West Maple Avenue, Hershey, PA 17033. Attorney: Daryl J. Gerber, Esq., The Law Office of Gerber, Tanner & Associates, 46 E. Main Street, Palmyra, PA 17078. y6-y20

ESTATE OF EUGENE D. PARKER, late of Lower Paxton Township, Dauphin County, Pennsylvania. Executrix: Deanna J. Diodato, 4604 Danbury Road, Harrisburg, PA 17109. y6-y20

ESTATE OF JOSEPH E. HAYDEN, late of the Township of Jefferson, Dauphin County, Pennsylvania (died May 22, 2007). Executrix: Anna Marie Venturella, 368 Coachman Land, Palmyra, PA 17078. Attorney: Joseph D. Kerwin, Esq., Kerwin & Kerwin, 4245 Route 209, Elizabethville, PA 17023. y6-y20

ESTATE OF JOHN W. FERBER, late of Swatara Township, Dauphin County, Pennsylvania (died May 15, 2007). Executor: Michael A. Ferber. Attorney: Marielle F. Hazen, Esq., 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110. y6-y20

ESTATE OF WILLIAM E. LOVELL, late of Harrisburg, Dauphin County, Pennsylvania (died June 4, 2007). Executor: Richard A. Fetterolf. Attorney: Bruce J. Warshawsky, Esq., Cunningham & Chernicoff, P.C., 2320 North Second Street, Harrisburg, PA 17110. y6-y20

ESTATE OF ANN ROSE WASCO, late of Susquehanna Township, Dauphin County, Pennsylvania (died January 9, 2007). Executor: Thomas P. Wasco, 204 North 38th Street, Harrisburg, PA 17109. Attorney: Michael F. Socha, Esq., Goldberg Katzman, P.C., 320 Market Street, P.O. Box 1268, Harrisburg, PA 17108-1268. Phone (717) 234-4161. y6-y20

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Nunc Pro Tunc must be DENIED. An Order of even date herewith, reflecting the foregoing decision of this Court, has likewise been filed of record, and a copy of this Opinion and said Order shall be forthwith transmitted to the Commonwealth Court of Pennsylvania by the Prothonotary of Dauphin County for such further proceedings as the Appellate Court determines to be appropriate.

ISSUED AT HARRISBURG, on Tuesday, the 5th day of June, 2007.

ORDER

AND NOW, to wit, this 5th day of June, 2007, pursuant to our Opinion of even date herewith, IT IS HEREBY ORDERED that the Defendants' Motion for the Court to Accept Post-Trial Motions Nunc Pro Tunc is DENIED.

—————○—————

Room One Corporation v. Hummelstown Post No. 265, American Legion Department of Pennsylvania and P. Jules Patt

**Contracts — Breach — Right of First Refusal — Duty of Good Faith — Fraud —
Intentional Interference with Contractual Relations.**

Plaintiff corporation and Defendant American Legion Post were parties to a lease which contained a fifteen (15) day Right of First Refusal provision, granting Plaintiff the right to match a written third-party offer to purchase any real estate owned by Defendant. After the Legion negotiated the sale of their property with a third-party (Defendant Patt), a dispute arose over the timing, method of delivery, and effect of Plaintiff's matching offer.

1. A facsimile is a written document that is delivered electronically rather than by a person hand-delivering it. When the method of delivery is not defined in a lease, and there is no limitation to any particular method of delivery, a letter delivered electronically complies with the lease for purposes of giving notice.

2. A Right of First Refusal means that the promisor promises to submit an offer to the promisee before selling the *res* to a third party. See *Delaware River Preservation Company, Inc. v. Miskin*, 2007 Pa. Super. LEXIS 810 (April 23, 2007). An offer submitted to the promisee must be maintained until the Right of First Refusal either expires or is extinguished by the promisee. The sales price cannot be changed after acceptance of the original offer.

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3. A “matching offer” must match the original offer in its entirety. Not only must all of the specific terms be identical, but indeed, the very documents should be identical in all material respects.

4. A Right of First Refusal means that the promisor who is the owner of the *res* is extending an *offer* to the promisee. The terms of the offer are determined by the offer of the Third Party. Since the promisor is extending an offer, it is bound if the promisee accepts the offer.

Motion for Partial Summary Judgment. C.P., Dau. Co., No. 2004 EQ
0031. Motion Granted.

Paul W. Minnich, for Plaintiff

Donald L. Jones, for Defendant Legion

Matthew Chabal and *Jeffrey M. McCormick*, for Defendant Patt

CLARK, J., June 7, 2007. –

FACTUAL BACKGROUND

Room One Corporation (Room One or Plaintiff) is the owner of a certain tract of land located at 550 East Main Street, Derry Township (Hershey), Dauphin County, Pennsylvania upon which is constructed a Hilton Garden Inn hotel facility. Hummelstown Post No. 265, American Legion Department of Pennsylvania (Legion) owns a parcel of land adjacent to Room One’s property, located at 535 Walton Avenue (Hummelstown), spanning both Derry Township and the Borough of Hummelstown, Dauphin County, Pennsylvania.

On April 26, 1999, Room One entered into a lease (Lease) with the Legion to rent part of the Legion’s property in order to provide additional parking for its (Room One’s) hotel facility. The Lease was for an initial five (5) year term that commenced on May 1, 1999, and expired on May 1, 2004. However, Room One was granted three (3) options, at Room One’s discretion, to extend the lease. Each option was for an additional five (5) year term.

Amongst other provisions, the Lease provided Room One with a Right of First Refusal for any and all real estate owned by the Legion. The Right of First Refusal stated the following:

LESSOR [Legion] grants to LESSEE [Room One] a right of first refusal to purchase any and all real estate owned by the LESSOR. The LESSEE shall have the right to match the terms of any bona fide written third-party offer;

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received by the LESSOR, to purchase any and all real estate owned by the LESSOR. The right of first refusal shall exist for fifteen (15) days from the time the LESSOR first advises the LESSEE in writing of the terms of the third-party offer. In the event the LESSEE elects to not match the offer, the right of first refusal shall be extinguished. The subject lease between the parties will then end on the day LESSOR and buyer settle on sale of property.

Lease, April 26, 1999, p. 2, par. 9.

There is no dispute that the Legion and Room One voluntarily and knowingly entered into the Lease. Further, at all times relevant for this matter, neither the Legion nor Room One were in default under the terms of the Lease.

In December 2003, the Legion began to negotiate the sale of their property to P. Jules Patt (Patt). It is undisputed that this property and these negotiations were subject to Room One's Right of First Refusal.

On January 26, 2004, the Legion held a meeting and voted to sell the land to Patt if Patt made an acceptable offer. The Legion and Patt discussed the terms of a possible sale and Patt submitted an offer to the Legion on April 12, 2004. The offer was in the form of a sales contract (Patt Sales Contract) that was signed by Patt.

At a meeting on the evening of April 12, 2004, the Legion modified the offer submitted by Patt. The original clause in the Patt Sales Contract stated the following:

As a Condition Precedent this agreement shall be contingent upon seller terminating any leases that pertain to the premises by April 12, 2004. Buyer's offer is also contingent on the termination of the right of first refusal of Room One Corporation, Inc., pursuant to the lease agreement dated April 22, [sic] 1999 by April 12, 2004. . . .

Patt Sales Contract, April 12, 2004, p. 2, emphasis (underline) original.

The Legion crossed out the dates "April 12, 2004" and wrote in the dates "May 1, 2004." The Legion then approved these date changes at the meeting and signed the Patt Sales Contract. This modified and

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signed sales agreement was then faxed to Patt on April 13, 2004. On that same date (April 13, 2004) Patt initialed the changes to the dates that were made by the Legion and faxed the Patt Sales Contract back to the Legion.

On April 14, 2004, Donald L. Jones, Esquire, counsel for the Legion, sent a letter, by Certified Mail, that included the Patt Sales Contract as an enclosure (Notice Letter) to Glen R. Sponaule, Vice President of Room One. The Notice Letter placed Room One on notice that it (Room One) had fifteen (15) days from *receipt* of the Notice Letter to exercise its (Room One's) Right of First Refusal by matching Patt's Offer.

The exact same Notice Letter was also sent by facsimile to Room One's counsel, Tracey P. Rice, Esquire. It is undisputed that Ms. Rice *received* the faxed Notice Letter on April 14, 2004, and showed it to Mr. Sponaule on that same day. Mr. Sponaule did not receive the mailed copy of the letter until April 15, 2004.

On April 21, 2004, Room One communicated to the Legion that it (Room One) intended to match Patt's offer, and wanted to meet with the Legion to discuss said matching offer. The parties met on April 26, 2004, and Room One presented a packet of documents to the Legion. It is again undisputed that the documents submitted to the Legion contained terms that were not included in the Patt Sales Contract. However, on the index page (the second page of the packet) was a disclaimer in capital letters stating, "THESE DOCUMENTS ARE NOT AN OFFER TO PURCHASE THE PROPERTY. THEY ARE BEING PRESENTED FOR DISCUSSION PURPOSES ONLY."

In order to review the document packet submitted by Room One on April 26, 2004, the Legion granted Room One an extension of time for "receipt *and* exercise" of the Right of First Refusal until May 7, 2004. Emphasis supplied. This extension was granted by letter dated April 27, 2004, from Attorney Jones to Attorney Rice.

On April 30, 2004, on or about 12:20 P.M., Patt faxed a letter to the Legion stating that he (Patt) was thereby amending his offer by increasing the sale price. Later that day, by letter hand delivered at or about 4:30 P.M., Room One delivered to the Legion an executed sales agreement, along with a check in the amount of twenty-five thousand dollars (\$25,000) as a down payment. It is undisputed that this executed sales agreement matched the original Patt Sales Contract in all terms.

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The Legion informed Room One by letter dated May 5, 2004, that it received Patt's amended offer prior to receiving Room One's executed sales agreement. As a result, the Legion believed that Room One was required to match the amended offer in order to exercise its Right of First Refusal. Room One did not attempt to match Patt's April 30, 2004 offer or any subsequent offer.

PROCEDURAL BACKGROUND

On May 18, 2004 Room One Corporation filed a Complaint and notice of Lis Pendens against Defendant Legion. The Complaint was filed in Equity and requested the Court to Order the Legion to convey its land to Room One on the basis that Room One exercised its right of first refusal.

The Legion filed its Answer to the Complaint on June 21, 2004 denying Room One's claims. On July 15, 2004 Defendant Legion filed a Motion for Judgment on the Pleadings which was later withdrawn. On September 20, 2004 Plaintiff filed a Motion to Amend its Complaint to, *inter alia*, add P. Jules Patt as a Defendant.

Defendant Legion responded to the Motion to Amend on October 14, 2004 and stated that it did not object to an Amended Complaint being filed. On November 15, 2004, Room One and the Legion stipulated to the filing of a proposed Amended Complaint. Thereafter, the Plaintiff filed its Amended Complaint on November 17, 2004.

The Amended Complaint stated claims against the Legion for Breach of Contract, Breach of Duty of Good Faith, and Fraud (claiming that the Legion never intended to sell its land to Room One). The Amended Complaint also stated a claim against Defendant Patt for Intentional Interference with Contractual Relations.

The Legion filed its Answer to the Amended Complaint on December 9, 2004 which denied the Plaintiff's allegations. On January 18, 2005, Defendant Patt filed an Answer to the Amended Complaint (claiming that no contract was ever formed between Room One and the Legion). Patt also filed New Matter (stating additional factual averments) and Counterclaims for Tortious Interference with Contractual Relations, Tortious Interference with Prospective Contractual Relations, and "Inducing Breach of Contract." These Counterclaims are based on allegations that the Plaintiff is allegedly and wrongfully interfering with Patt and the Legion's sales agreement (or their desire to enter into an agreement.)

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The Legion filed an Answer to Patt's New Matter and Counterclaims on February 3, 2005. The Plaintiff filed its Answer to the New Matter and Counterclaims on February 7, 2005.

On December 5, 2005, Room One filed a Motion for Partial Summary Judgment along with a supporting Memorandum and an Appendix. Room One's Motion sought judgment in its (Room One's) favor on its (Room One's) Breach of Contract claim and a dismissal of Patt's Counterclaims.

On January 3, 2006, the Legion and Patt filed their Answers to the Plaintiff's Motion for Partial Summary Judgment. On that same day, the Legion filed a Motion to Amend its Answer to the Amended Complaint. This Motion was based upon the discovery that the Notice Letter had been faxed to Room One and not just sent by certified mail. As a result of the discovery that the Notice Letter had been faxed the day before the certified letter was received, the Legion and Patt both filed Motions for Summary Judgment claiming, *inter alia*, that Room One failed to exercise the Right of First Refusal within the fifteen (15) day deadline. Patt's Motion for Partial Summary Judgment (it is unclear which specific claims Patt's Motion refers to) was filed on January 3, 2006 and the Legion's was filed on January 4, 2006.

Also on January 4, 2006, a Status Conference was held. We issued an Order that same day staying all rulings on the Motions for Summary Judgment to allow the parties to conduct discovery.

On February 10, 2006 Patt filed a Motion for Extension of Time in which to conduct discovery. This Motion was granted by Order dated February 14, 2006.

On May 8, 2006 the Plaintiff filed an Affirmation of its Motion for Partial Summary Judgment. That same day, Patt amended and reaffirmed his Answer to Plaintiff's Motion for Summary Judgment and amended and reaffirmed his own Motion for Summary Judgment. The Legion also filed an Amended Answer to Plaintiff's Motion for Partial Summary Judgment on May 8, 2006.

On June 7, 2006, Plaintiff filed a Response in Opposition to Patt's Motion for Partial Summary Judgment. Plaintiff also filed a Reply to Patt's Answer to Plaintiff's Motion for Partial Summary Judgment and a Response to the Legion's Motion for Partial Summary Judgment.

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Due to the fact-specific nature of this case, this Court was reluctant to rule on the outstanding Motions for Summary Judgment without first identifying whether there were indeed issues of fact that were in dispute. As a result, this Court ordered the parties to submit a Stipulation of Facts. Said Stipulation was filed on August 15, 2006.

Thereafter, this Court ordered the parties to submit briefs in support of their Motions and to submit rebuttal briefs to respond to opposing counsels' briefs. Oral Argument was held on November 30, 2006. Subsequently, the parties were afforded an opportunity to submit post-trial Memoranda. And now, we issue our Rulings in this matter.

ISSUES

Due to the numerous overlapping issues that were submitted in the various Motions and Briefs submitted by the parties, the Court has decided for the sake of some semblance of clarity to summarize the issues as follows:

- 1) **WHEN DID THE FIFTEEN (15) DAY TIME PERIOD BEGIN COUNTING FOR ROOM ONE TO EXERCISE ITS RIGHT OF FIRST REFUSAL?**
- 2) **DID THE LEGION GRANT ROOM ONE AN EXTENSION OF TIME IN WHICH TO SUBMIT A MATCHING OFFER?**
- 3) **WAS THE PACKET THAT WAS SUBMITTED BY ROOM ONE TO THE LEGION ON APRIL 26, 2004, A COUNTER-OFFER?**
- 4) **DOES THE RIGHT OF FIRST REFUSAL FORCE THE LEGION TO ACCEPT ROOM ONE'S MATCHING OFFER?**

DISCUSSION

- 1) **WHEN DID THE FIFTEEN (15) DAY TIME PERIOD BEGIN COUNTING FOR ROOM ONE TO EXERCISE ITS RIGHT OF FIRST REFUSAL?**

As mentioned in our recitation of the facts, the Lease between Room One and the Legion gave Room One a Right of First Refusal. This means that if the Legion intended to accept a third party's bona fide offer to purchase its (Legion's) property, then Room One had the right to match said third party's offer and purchase the land for itself (Room

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One). However, Room One only had a fifteen (15) day time frame in which to submit its matching offer. The Lease states that those fifteen (15) days begin to count down when the Legion gives Room One written notice of the terms of the third party offer. See Lease, April 26, 1999, p. 2 par. 9.

However, the Legion sent Room One two (2) notices of the terms of Patt's offer. The first notice was a letter sent via facsimile that was received by Mr. Spoungle of Room One on April 14, 2004. The second notice was a mailed letter that was received by Mr. Spoungle on April 15, 2004.

Therefore, we must decide whether notice sent via facsimile is sufficient, pursuant to the terms of the lease, to cause the fifteen (15) day time period to begin counting. Room One claims that only an actual letter constitutes written notice. Patt and the Legion, however, claim that a facsimile also constitutes written notice.

It is undisputed that Room One did not submit an offer that matched Patt's terms until April 30, 2004. Therefore, if we conclude that proper notice of the terms of Patt's offer was received by Room One on April 14, 2004, then Room One only had until April 29, 2004 (fifteen (15) days later) to submit its matching offer. This would mean that Room One submitted its matching offer a day late.

In order to determine if Room One timely exercised its Right of First Refusal, we must carefully interpret the terms of the Lease. We note that it is also important to analyze what the Lease does *not* say. The Lease states,

The right of first refusal shall exist for fifteen (15) days from the time the LESSOR [Legion] first advises the LESSEE [Room One] in writing of the terms of the third-party offer.

Lease, April 26, 1999, p. 2, par. 9.

Therefore, although the Lease states that the notice must be in writing, the Lease is silent concerning what method the Legion must utilize to deliver the notice to Room One. Nowhere does it say that the notice must be sent by mail. A facsimile is a written document that is delivered electronically rather than by a person hand-delivering it. Since the method of delivery is never defined in the Lease, there is no limitation to any particular method of delivery. Therefore, we find that a letter

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delivered electronically complies with the terms of *this* Lease for purposes of giving notice to Room One.

Mr. Sponaugle received the facsimile of the Notice Letter on April 14, 2004. Therefore, the fifteen (15) day notice period commenced from that date and Room One was obligated to match Patt's offer on or before April 29, 2004. However, we must now analyze whether prior to the expiration of the original fifteen (15) day deadline the Legion granted Room One an extension of time in which to submit a matching offer.

**2) DID THE LEGION GRANT ROOM ONE AN
EXTENSION OF TIME IN WHICH TO SUBMIT A
MATCHING OFFER?**

As mentioned in our recitation of the facts, Room One submitted a packet of documents to the Legion on April 26, 2004. The next day, on April 27, 2004, the Legion, through its counsel, sent a letter to Room One's counsel. This letter stated, in pertinent part,

Dear Tracy: [sic]

Following our meeting yesterday, we attempted to review the proposal, however, due to time limitations and the length of the proposal, we were unable to conclude a detailed review. . . .

Therefore, please be advised that in order to allow the Hummelstown American Legion to properly review the offer my clients have authorized me to advise that they will extend the time frame for receipt and exercise of the Right of First Refusal until Friday, May 7, 2004. This will allow ample opportunity for my clients to review the proposal and schedule another meeting, if necessary, prior to the expiration of the time frame.

. . . .

Letter, Donald L. Jones, Esquire, to Tracey P. Rice, Esquire, April 27, 2004. Emphasis supplied.

Room One argues that this letter granted it (Room One) an extension of time until May 7, 2004, in which to submit a matching offer to execute the Right of First Refusal. Patt and the Legion (Defendants), however, claim that this extension should not be valid.

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The Defendants claim that the extension was only granted to allow the Legion to review the documents submitted by Room One on April 26, 2004. As a result, the Defendants argue that no extension was granted to allow Room One to submit additional offers after the initial fifteen (15) day deadline.

We agree that the reason stated by the Legion in its letter for why it granted Room One an extension was so that it (Legion) could review the documents submitted by Room One on April 26, 2004. However, the purpose behind the extension is not dispositive of what type of extension was actually granted to Room One. We must look to the specific language of the letter to determine exactly what was granted.

Upon careful review of Attorney Jones' letter, we note that it states that the Legion, "will extend the time frame *for receipt and exercise* of the Right of First Refusal until Friday, May 7, 2004." *Id.*, emphasis added. Clearly, the Legion had already received the documents submitted by Room One on April 26, 2004. Therefore, if the Legion only intended to grant an extension to review the previously submitted documents, why would they grant an extension for "receipt" of additional offers meant to "exercise" the Right of First Refusal?

Further, we note that although the Lease states that Room One must submit a matching offer within fifteen (15) days, there is no time limit on the Legion for review of said offer. There is no Lease clause that states that the Legion has to respond to the offer within the fifteen (15) day deadline. Therefore, if the Legion only intended to review the documents submitted on April 26, 2004, but had no intention of entertaining any additional offers, there was no need to grant an extension at all. The Legion could merely have taken an extra week to review the documents without granting any extension to Room One. For these reasons, we find that the extension which was granted permitted Room One to submit additional offers.

The next reason why the Legion believes the extension was invalid is that the Legion did not have the authority to grant Room One an extension. Patt contends that since it (Legion) already entered into a sales agreement with him, the Legion could not grant an extension of the Right of First Refusal without his (Patt's) approval.

However, almost five years before the Legion entered into an agreement with Patt, the Legion granted a Right of First Refusal to Room One. The Superior Court has explained that a Right of First Refusal

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means that the promisor (Legion) **promises to submit an offer** to the promisee (Room One) before selling the res to a third party (Patt). See *Delaware River Preservation Company, Inc. v. Miskin*, 2007 Pa. Super. LEXIS 810 (April 23, 2007).

Therefore, the Legion could not enter into a contract with Patt because it (Legion) was already contractually bound to submit an offer to Room One. The only items that were absent from the Legion's offer were the amount and terms of the contract which both parties (Legion and Room One) agreed would be determined when a Third Party submitted an acceptable offer to the Legion. This is the classic and fundamental essence of a Right of First Refusal clause in such an undertaking.

The Defendants' claim that the Patt Sales Contract was an enforceable contract that was merely subject to a condition subsequent, i.e. the extinguishment of the Right of First Refusal. However, there is no mention of a condition subsequent in the Patt Sales Contract. In fact, contrary to the allegation that the Patt Sales Contract was a contract with a condition subsequent, the Patt Sales Contract specifically states,

*As a Condition Precedent this agreement shall be contingent upon seller terminating any leases that pertain to the premises by April 12, 2004. **Buyer's offer is also contingent on the termination of the right of first refusal of Room One Corporation., Inc., pursuant to the lease agreement dated April 22, [sic] 1999 by April 12, 2004.** . . .*

Patt Sales Contract, April 12, 2004, p. 2, paragraph entitled, "As a Condition Subsequent," underline original, bold added.

Therefore, Patt's own agreement states that, "as a condition precedent" the offer is "contingent on the termination of the right of first refusal of Room One." This means that Patt's offer could not go into effect until Room One's Right of First Refusal became extinguished. Everyone agrees that the Right of First Refusal was in effect at the time the Legion granted the extension to Room One, (April 27, 2004). Therefore, according to the terms of Patt's own proposed contract, he had no say as to whether or not the Legion could grant Room One an extension because his contract with the Legion had not gone into effect.

The Legion also claims that Room One rejected the extension. Attorney Jones claims that when he spoke to Attorney Rice, she stat-

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that Room One did not require an extension because Room One intended to match the terms within the fifteen (15) day deadline. Attorney Rice claims that her statements did not amount to a rejection of the extension.

Although the interpretation of Attorney Rice's words would initially appear to be a factual issue, we find that the Legion's argument must fail. This is because the Legion has not alleged that Attorney Rice had been given, or held herself out as being given, the authority from the Board of Directors of Room One Corporation to bind the Corporation to her decisions. We further note that Ms. Rice was not a corporate officer of Room One. Therefore, even if Attorney Rice did reject the extension, the Legion has failed to allege that Room One could be bound by her decision.

The Legion also claims that the extension was invalid because Room One did not affirmatively accept the extension. However, the April 27, 2004, letter states,

Therefore, please be advised that in order to allow the Hummelstown American Legion to properly review the offer my clients have authorized me to advise that they will extend the time frame for receipt and exercise of the Right of First Refusal until Friday, May 7, 2004. . . .

. . .

Letter, Donald L. Jones, Esquire, to Tracey P. Rice,
Esquire, April 27, 2004.

The Legion is merely "advising" Room One that it (Legion) is unilaterally granting an extension. Nowhere does it request Room One to affirm or consent in any way to the extension. Therefore, Room One was not obligated to affirmatively grant its assent to the extension.

Finally, the Defendants claim that under contract law, the Legion did not have the authority to grant Room One a unilateral extension without Room One's affirmative approval. The Defendants cite to *Sterling Mint Co. v. Dellenbarger Machine Co.*, 107 Pa. Super. 287, 163 A. 370 (Pa. Super. 1932), for the general rule that a contract can only be modified by the assent of both parties.

In *Sterling*, the defendant, Dellenbarger Machine Company (Dellenbarger), agreed to sell a machine to Sterling Mint Company (Sterling) via a payment plan. Later, Dellenbarger determined that

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Sterling did not have sufficient credit to warrant a payment plan and demanded that Sterling pay the entire price upon delivery of the machine. The Superior Court ruled that one party could not unilaterally change the terms of the contract. Therefore, Dellenbarger could not force Sterling to pay for the machine upon delivery. (Although Dellenbarger could cancel the contract and refund Sterling's money based upon a different clause in the contract).

The case at bar is distinguishable from *Sterling*. In our case, the Legion merely amended its *own* rights under the Lease. The Legion voluntarily gave up its contractual right to force Room One to submit a matching offer within fifteen (15) days. This right belonged entirely to the Legion to enforce or grant an extension at will, regardless of Room One's assent or dissent. It would be the equivalent of Dellenbarger voluntarily giving Sterling more time to submit payments. Therefore, the Legion was under no obligation to obtain Room One's consent since the rights of the parties were not being amended under the contract.

Since we find that the Legion granted Room One an extension, the Right of First Refusal remained in effect and the Legion was contractually bound to maintain its original offer to Room One until the Right of First Refusal either expired or was extinguished by Room One. Therefore, when Room One accepted the offer on April 30, 2004, the Legion could not change the sales price.

**3) WAS THE PACKET SUBMITTED BY ROOM ONE
TO THE LEGION ON APRIL 26, 2004, A COUNTER-
OFFER?**

The Defendants claim that the packet submitted by Room One to the Legion on April 26, 2004 constituted a counter-offer, and therefore effectively extinguished the Right of First Refusal. We note that the Lease states,

The LESSEE shall have the right to match the terms of any bona fide written third-party offer, received by the LESSOR, to purchase any and all real estate owned by the LESSOR.

Lease, April 26, 1999, p. 2, par. 9.

Therefore, in order to effectuate the Right of First Refusal, Room One must **"match the terms** of any . . . third-party offer . . ." *Id.*, emphasis added. The lease does not specify "what" terms need to be matched. For

Room One Corporation v. Hummelstown Post No. 265,
American Legion Department of Pennsylvania and P. Jules Patt

example, it (Lease) does not state, “the financial terms” need to be matched. Therefore, we conclude that a “matching offer” must match the original offer in its entirety. Not only must all of the specific terms be identical, but indeed, the very documents should be identical in all material respects.

It is clear that the packet of documents submitted by Room One did not match Patt’s offer in its entirety (although the financial terms may have been identical). However, this does not automatically mean that Room One submitted a counter-offer.

In the Stipulated Facts submitted to the Court, the Legion states, “When [the Legion] received [Room One’s] document at the meeting of April 26, 2004, American Legion did not know whether it was an offer, and if so, whether it matched Patt’s April 13, 2004 offer.” Stipulated Facts, August 15, 2006, par. 34. Since the Legion itself does not know if an offer was submitted to it on April 26, 2004, we must look to the documents themselves to interpret their meaning. The documents themselves clearly contain a disclaimer stating that they (documents) are being submitted for “discussion purposes only” and did not constitute an offer. As a result, we find that these documents did not in fact constitute an offer and therefore, they could not extinguish the Right of First Refusal.

4) DOES THE RIGHT OF FIRST REFUSAL FORCE THE LEGION TO ACCEPT ROOM ONE’S MATCHING OFFER?

Patt next claims that the Right of First Refusal does not require the Legion to accept a matching offer made by Room One. Patt claims that the Right of First Refusal merely allows Room One to submit a matching offer which the Legion then has the authority to refuse.

We disagree with Patt’s suggested interpretation of the Right of First Refusal. The Lease states,

***LESSOR [Legion] grants to LESSEE [Room One] a
right of first refusal to purchase any and all real estate
owned by the LESSOR. . . .***

Lease, April 26, 1999, p. 2, par. 9, emphasis added.

This language is clear; the Legion grants Room One a “Right of First Refusal.” The term Right of First Refusal is a legal term of art which has been interpreted by our appellate courts as follows:

Room One Corporation v. Hummelstown Post No. 265,
American Legion Department of Pennsylvania and P. Jules Patt

A right of first refusal constitutes a promise to offer the res of the right to the promisee for such consideration as the promisor determines to accept on the basis of an offer from a third party before accepting the offer of the third party. A right of first refusal does not require the promisor to offer the res at all. The right of first refusal merely requires that before the promisor accepts an offer of a third party, [the promisor] must offer the res to the promisee of the right for the consideration [the promisor] is willing to accept from the third party.

Delaware River Preservation Company, Inc. v. Miskin, 2007 Pa. Super. LEXIS 810 (April 23, 2007) citing to *CBS Inc. v. Capital Cities Communications, Inc.*, 301 Pa. Super. 557, 448 A.2d 48, 56 (1982). Brackets original, emphasis removed.

Therefore, a Right of First Refusal means that the promisor who is the owner of the res (Legion) is extending *an offer* to the promisee (Room One). The terms of the offer are determined by the offer of the Third Party (Patt). Since the Legion is extending an offer, the Legion is bound if Room One accepts the offer.

Patt makes much of the sentence that states,

The LESSEE shall have the right to match the terms of any bona fide written third-party offer, received by the LESSOR, to purchase any and all real estate owned by the LESSOR.

Lease, April 26, 1999, p. 2, par. 9.

Patt claims this sentence merely gives Room One the right to “match the terms of any . . . offer,” or in other words, to submit a matching offer which can then be refused by the Legion. However, as cited above in *Delaware River*, the Superior Court has ruled that as a matter of law in our Commonwealth, in the case of a Right of First Refusal, it is actually the promisor (Legion) who is submitting the offer. Therefore, Room One’s act of submitting a matching “offer” is merely the method by which Room One accepts the Legion’s offer. Once the offer was accepted by Room One, however, a contract was formed and the Legion became bound by it.

Room One Corporation v. Hummelstown Post No. 265,
American Legion Department of Pennsylvania and P. Jules Patt

WHEREFORE, pursuant to our Order of even date herewith, the Plaintiff's Motion for Partial Summary Judgment shall be GRANTED and Patt's Motion for Partial Summary Judgment and the Legion's Motions for Summary Judgment must be DENIED.

ISSUED AT HARRISBURG, this 7th day of June, 2007.

ORDER

AND NOW, to wit, this 7th day of June, 2007, IT IS HEREBY ORDERED that ROOM ONE CORPORATION'S (Room One) Motion for Partial Summary Judgment which requests judgment in its (Room One's) favor on its claim for Breach of Contract, and which further requests that the Counterclaims filed by P. JULES PATT (Patt) be dismissed, is GRANTED. As a result, the Partial Motion for Summary Judgment filed by Patt and the Motion for Summary Judgment filed by the HUMMELSTOWN POST NO. 265, AMERICAN LEGION DEPARTMENT OF PENNSYLVANIA (Legion) are DENIED.

The Legion IS HEREBY ORDERED to immediately execute a Deed to the title of its land and convey such title to Room One. Room One IS ORDERED to immediately pay to the Legion the original sales price offered by Patt to the Legion, and also comply with any other provisions of that original offer.

Inasmuch as Room One has also sought damages for claims sounding in Fraud and Breach of Duty of Good Faith against Legion, as well as Intentional Interference with Contractual Relations against Patt, Room One is granted TEN (10) days to withdraw those claims if Room One is satisfied with the relief granted herein, or it (Room One) may move for a hearing on those issues.

—————o—————

FIRST PUBLICATION

Estate Notices

ESTATE OF CHARLES E. CAMPBELL, late of Harrisburg, Dauphin County, Pennsylvania. Co-Executrices: Vicki L. Zimmerman, 280 Ridge Road, Grantville, PA 17028 and Kathy D. Theurer, 2023 Market Street, Ext., Middletown, PA 17057. Attorney: Ira H. Weinstock, Esq., 800 North Second Street, Harrisburg, PA 17102.

y6-y20

ESTATE OF ROVINA INEZ MYERS, late of the Township of Susquehanna, Dauphin County, Pennsylvania (died April 19, 2004). Executrix: Sandra M. Pharris, 533 Altazvista Avenue, Harrisburg, PA 17109. Attorney: Harry M. Baturin, Esq., Baturin & Baturin, 2604 North Second Street, Harrisburg, PA 17110.

y6-y20

ESTATE OF RACHEL L. BROWN, late of the City of Harrisburg, Dauphin County, Pennsylvania (died August 31, 2005). Executor: John W. Brown, 2647 Waldo Street, Harrisburg, PA 17110. Attorney: Harry M. Baturin, Esq., Baturin & Baturin, 2604 North Second Street, Harrisburg, PA 17110.

y6-y20

ESTATE OF RAYMOND BEASLEY, late of Lower Paxton Township, Dauphin County, Pennsylvania (died April 20, 2007). Executor: Tyrone Allen, 2255 Berryhill Street, Harrisburg, PA 17104.

y6-y20

SECOND PUBLICATION

ESTATE OF WILLIAM C. MURDOCH, JR., late of Hershey, Dauphin County, Pennsylvania (died May 27, 2007). Executor: William C. Murdoch, III, 2215 Fox Hunt Ct., Bel Air, MD 21015.

j29-y13

ESTATE OF JACK E. BRAUCHER, SR., late of Susquehanna Township, Dauphin County, Pennsylvania. Executor: Jeffrey L. Braucher, 3601 Colonial Road, Harrisburg, PA 17109. Attorney: Jeffrey R. Boswell, Esq., Boswell, Tintner, Piccola & Alford, 315 North Front Street, P.O. Box 741, Harrisburg, PA 17108-0741.

j29-y13

ESTATE OF GEORGE WINNING, late of Susquehanna Township, Dauphin County, Pennsylvania. Executor: David S. Winning, 812 Birchrun Road, Chester Springs, PA 19425. Attorney: John A. Saling, Esq., 442 North High Street, West Chester, PA 19380.

j29-y13

ESTATE OF LARRY L. LEESE, late of the Township of Halifax, Dauphin County, Pennsylvania. Executrix: Krystal N. Boyer, 611 Boyer Street, Millersburg, PA 17061. Attorney: Earl Richard Etzweiler, Esq., 105 North Front Street, Harrisburg, PA 17101. Phone (717) 234-5600.

j29-y13

ESTATE OF LUIS A. CASIANO, late of the City of Harrisburg, Dauphin County, Pennsylvania. Administratrix: Zulma Cruz-Santiago, 2211 North Third Street, Harrisburg, PA 17110. Attorney: Melanie Walz Scaringi, Esq., Scaringi & Scaringi, 2000 Linglestown Road, Suite 106, Harrisburg, PA 17110.

j29-y13

ESTATE OF ERNEST E. FLOOK, late of Susquehanna Township, Dauphin County, Pennsylvania (died May 18, 2007). Executor: Allan E. Flook, 6114 Alleo Lane, Harrisburg, PA 17111. Attorney: Brett B. Weinstein, Esq., 705 West DeKalb Pike, King of Prussia, PA 19406. Phone (610) 337-3733.

j29-y13

ESTATE OF ROBERT JAMES BRICKER, SR., a/k/a ROBERT BRICKER late of Susquehanna Township, Dauphin County, Pennsylvania. Executor: Robert J. Bricker, Jr. Attorney: Steven R. Blair, Esq., 180 Good Drive, Lancaster, PA 17603.

j29-y13

SECOND PUBLICATION

Estate Notices

ESTATE OF DOROTHY A. BROWN, late of Middletown, Dauphin County, Pennsylvania (died March 29, 2007). Executor: G. David Bias, 1100 Piney Hill Lane, Harrisburg, PA 17112. Attorney: Thomas P. Gacki, Esq., Eckert Seamans Cherin & Mellott, LLC, 213 Market Street, 8th Floor, P.O. Box 1248 (17108-1248) Harrisburg, PA 17101. Phone (717) 237-6000. j29-y13

ESTATE OF CLARENCE H. WELKER, late of the Township of Lykens, Dauphin County, Pennsylvania. Co-Executors: Ricky E. Welker, HCR 68, Box 18, Gratz, PA 17030 and Harry E. Welker, 146 Coon Trail Lane, Gratz, PA 17030. Attorney: Earl Richard Etzweiler, Esq., 105 North Front Street, Harrisburg, PA 17101. Phone (717) 234-5600. j29-y13

ESTATE OF GRACE J. WETZEL, late of Wiconisco Township, Dauphin County, Pennsylvania. Executor: Gary R. Schade, 2649 Hanoneyville Road, Elverson, PA 19520. Attorney: Gregory M. Kerwin, Esq., Kerwin & Kerwin, 4245 Route 209, Elizabethtown. j29-y13

ESTATE OF ROBERT E. ROOK, late of the City of Harrisburg, Dauphin County, Pennsylvania. Executor: Gerald Max Hoover, 112 Boas Street, Harrisburg, PA 17102. Attorney: Bridget M. Whitley, Esq., Skarlatos & Zonarich LLP, 17 South Second Street, 6th Floor, Harrisburg, PA 17101. j29-y13

ESTATE OF BRYNNE A. SCHUENEMANN a/k/a BRYNNE ALISSA SCHUENEMANN, late of Harrisburg, Dauphin County, Pennsylvania (died November 5, 2006). Administrator: Raymond F. Schuenemann, III, 2909 G Wyoming Drive, Reading, PA 19608. Attorney: Latisha M. Bernard, Esq., Leisawitz Heller Abramowitch Phillips, P.C., 2755 Century Boulevard, Wyomissing, PA 19610. j29-y13

ESTATE OF BERTHA S. MATTER, late of the Township of Washington, Dauphin County, Pennsylvania (died May 22, 2007). Executor: Lyle E. Matter, 310 Tennessee Avenue, Elizabethtown, PA 17023. Attorney: Joseph D. Kerwin, Esq., Kerwin & Kerwin, 4245 Route 209, Elizabethtown, PA 17023. j29-y13

THIRD PUBLICATION

ESTATE OF ETHEL N. KAUFMAN, late of Jackson Township, Dauphin County, Pennsylvania (died May 22, 2007). Executor: Terry L. Kaufman, 458 A Dividing Ridge Road, Halifax, PA 17032. Attorney: Terrence J. Kerwin, Esq., Kerwin & Kerwin, 27 North Front Street, Harrisburg, PA 17101. j22-y6

ESTATE OF ANDREW MRAKOVICH, late of Londonderry Township, Dauphin County, Pennsylvania. Executrix: Edna M. Mrakovich, 1077 Laurel Drive, Middletown, PA 17057. Attorney: Charles J. DeHart, III, Esq., Caldwell & Kearns, 13 East Main Street, Hummelstown, PA 17036. j22-y6

ESTATE OF MARGARET J. SHOOP, late of Halifax Township, Dauphin County, Pennsylvania. Co-Executors: Janice Spicher, 1176 Powells Valley Road, Halifax, PA 17032; Doris E. Woland, 139 Woland Road, Elizabethtown, PA 17023; Jeanette A. Taylor, 1217 N. River Road, Halifax, PA 17032; Carolyn Martz, 111 Hemlock Hall, Middletown, PA 17057 and Clark Miller, 95 Dempsey Road, Halifax, PA 17032. Attorney: Earl Richard Etzweiler, Esq., 105 North Front Street, Harrisburg, PA 17101. Phone (717) 234-5600. j22-y6

ESTATE OF MARTIN B. WITMER, late of Lower Swatara Township, Dauphin County, Pennsylvania (died September 13, 2006). Administrator: Dennis E. Witmer. Attorney: Marielle F. Hazen, Esq., 2000 Lingelstown Road, Suite 202, Harrisburg, PA 17110. j22-y6

THIRD PUBLICATION

Estate Notices

ESTATE OF WILLIAM J. ROZMAN, late of Swatara Township, Dauphin County, Pennsylvania. Executrix: Caroline C. Rozman, 804 Pine Street, Steelton, PA 17113. Attorneys: Butler Law Firm, 500 North Third Street, P.O. Box 1004, Harrisburg, PA 17108. j22-y6

ESTATE OF ELEANOR IRENE BROWN, late of Harrisburg, Dauphin County, Pennsylvania (died April 27, 2007). Executrix: Mary E. Mills, 2837 North Front Street, Harrisburg, PA 17110. Attorney: Barbara Sumple-Sullivan, Esq., 549 Bridge Street, New Cumberland, PA 17070. Phone (717) 774-1445. j22-y6

ESTATE OF LEONARD MOORE a/k/a LEONARD C. MOORE, late of Harrisburg City, Dauphin County, Pennsylvania. Executor: Duane Brewer. Attorney: Derek J. Cordier, Esq., 319 South Front Street, Harrisburg, PA 17104. j22-y6

ESTATE OF GLADYS D. BINGAMAN, late of Elizabethville, PA 17023, Dauphin County, Pennsylvania (died May 29, 2007). Personal Representative: Ann Sue McCormick, 1200 Vallamont Drive, N.W., Williamsport, PA 17701. Attorney: Jeffrey B. Engle, Esq., Shaffer & Engle Law Offices, 129 Market Street, Millersburg, PA 17061. j22-y6

ESTATE OF DAVID C. HULTZAPPLE, SR., late of Susquehanna Township, Dauphin County, Pennsylvania (died April 8, 2007). Executor: David C. Hultzapple, II, 321 Regent Road, Harrisburg, PA 17112. Attorney: Terrence J. Kerwin, Esq., Kerwin & Kerwin, 27 North Front Street, Harrisburg, PA 17101. j22-y6

ESTATE OF NGOC TAN LUONG, late of Pittsburgh, Allegheny County, Pennsylvania (died April 4, 2007). Executor: Quynh McGuire, 3080 Marshall Road, Pittsburgh, PA 15214. Attorney: Charles J. Vater, Esq., Tucker Arensberg, P.C., 1500 One PPG Place, Pittsburgh, PA 15222. j22-y6

ESTATE OF VIRGINIA A. KAMPLIN, late of Swatara Township, Dauphin County, Pennsylvania. Executrix: Diane R. Kumpf, 78 Valley Road, Etters, PA 17319. j22-y6

ESTATE OF PEARL M. DEITRICH, late of Jackson Township, Dauphin County, Pennsylvania. Executrix: Gail P. Boyer, 34 West 3rd Street, Hershey, PA 17033. Attorney: Mark E. Halbruner, Esq., Gates, Halbruner & Hatch, P.C., 1013 Mumma Road, Suite 100, Lemoyne, PA 17043. j22-y6

ESTATE OF JOYCE L. JACKSON, late of Hershey, Dauphin County, Pennsylvania (died December 13, 2006). Co-Executors: Donald R. Yost, Jr., P.O. Box 68, Gaines, PA 16921 and Michael P. Cope, 6230 Locust Street, Harrisburg, PA 17112. Attorney: Cynthia E. Reed, Esq., 8 N. Queen Street, Suite 700F, Lancaster, PA 17603. j22-y6

ESTATE OF MARION L. CRUZ, late of Highspire, Dauphin County, Pennsylvania (died May 26, 2007). Executor: Jeff G. Boldosser, P.O. Box 285, Dillsburg, PA 17019. Attorney: John S. Davidson, Esq., 320 West Chocolate Avenue, P.O. Box 437, Hershey, PA 17033-0437. j22-y6

ESTATE OF BONNIE J. FINK, late of Harrisburg, Dauphin County, Pennsylvania (died January 30, 2007). Administrator: Charles W. Hardy, 530 Enola Road, Enola, PA 17025. Attorney: Richard S. Friedman, Esq., Friedman & King, P.C., P.O. Box 984, Harrisburg, PA 17108. j22-y6

THIRD PUBLICATION

Estate Notices

ESTATE OF MARY N. BLACKSMITH, late of Swatara Township, Dauphin County, Pennsylvania (died February 27, 2007). Executrix: Katherine Marie Zeigler, 6451 Somerset Street, Harrisburg, PA 17111. Attorney: Allen D. Moyer, Esq., 8150 Derry Street, Harrisburg, PA 17111. j22-y6

ESTATE OF BETTY I. MILLER, late of Upper Paxton Township, Dauphin County, Pennsylvania (died May 15, 2007). Co-Executrices: Deborah J. Williard, and Denise K. Klahre. Attorney: Patty S. Spencer, Esq., Spencer Law Firm, 320 Race Avenue, Lancaster, PA 17603. j22-y6

FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on June 11, 2007, by **MFCA FUNDING, INC.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 2929 Arch Street, 17th Floor, Philadelphia, PA 19104, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located c/o Corporation Service Company, Dauphin County, Pennsylvania. y6

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State for **POLICYPAK SOFTWARE, INC.**, a corporation, organized under the Pennsylvania Business Corporation Law of 1988. y6

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State for **PNG MERGER SUB INC.**, a corporation, organized under the Pennsylvania Business Corporation Law of 1988. y6

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State for **K&L CONSULTING, INC.**, a corporation, organized under the Pennsylvania Business Corporation Law of 1988. y6

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 4129 of the Business Corporation Law of 1988, that **COURTYARD ANNEX, INC.**, a corporation incorporated under the laws of the State of Delaware, with principal office at Attn: Litigation Dept., 10400 Fernwood Rd., Dept. 923, Bethesda, MD 20817, and registered office in Pennsylvania c/o The Prentice-Hall Corporation System, Dauphin County, which on October 2, 1997, was granted a Certificate of Authority to transact business in the Commonwealth of Pennsylvania, intends to file an Application for Termination of Authority with the Department of State. y6

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed on April 30, 2007, with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a Certificate of Incorporation of a business corporation organized under the 1988 Pennsylvania Business Corporation Law of the Commonwealth of Pennsylvania. The name of the corporation is **Advanced Basketball Training, Inc.** The registered office is 6003 Jonestown Road, Harrisburg, PA 17112-2661. The purpose of the corporation is: To have unlimited power to engage in any lawful act concerning any and all lawful business for which corporations may be incorporated under the Pennsylvania Business Corporation Law.

DAVID C. MILLER, JR., Esq.
Law Office of David C. Miller, Jr.
1100 Spring Garden Drive, Suite A
Middletown, PA 17057
(717) 939-9806

y6

FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed on June 27, 2007 with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a Certificate of Incorporation of a proposed business corporation to be organized under the 1988 Pennsylvania Business Corporation Law of the Commonwealth of Pennsylvania. The name of the corporation is **Everett Strategies, Incorporated**. The registered office is 1188 Twin Lakes Drive, Harrisburg, PA 17111. The purpose of the corporation is consulting.

BRUCE D. FOREMAN, Esq.
Foreman & Foreman, P.C.
112 Market Street, 6th Floor
Harrisburg, PA 17101
(717) 236-9391

y6

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on March 6, 2007, by **ARTEX RISK SOLUTIONS, INC.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located c/o Corporation Service Company, Dauphin County, Pennsylvania. y6

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on June 12, 2007, by **UNITED RENTALS, INC.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at Five Greenwich Office Park, Greenwich, CT 06831, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located c/o Corporation Service Company, Dauphin County, Pennsylvania. y6

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on June 14, 2007, by **AMERICAN GENERAL HOME EQUITY, INC.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located c/o Corporation Service Company, Dauphin County, Pennsylvania. y6

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on June 13, 2007, by **INROADS/Northeast Ohio, Inc.**, a foreign corporation formed under the laws of the State of Ohio, where its principal office is located at 1360 W. 9th St., Cleveland, OH 44113, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County. y6

FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, on June 6, 2007, for **Rudy's Leaky Hull Canoe Rentals, Inc.**, with its principal place of business being 449 S. Crossroads Road, Lykens, PA 17048. The corporation has been incorporated under the Pennsylvania Business Corporation Law of 1988, as amended.

TERRENCE J. KERWIN, Esq.
Kerwin & Kerwin
27 North Front Street
Harrisburg, PA 17101
(717) 238-4765

y6

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on June 13, 2007, by **ACCENTURE HR SERVICES, INC.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 161 North Clark Street, Chicago, IL 60601, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located c/o Corporation Service Company, Dauphin County, Pennsylvania. y6

NOTICE IS HEREBY GIVEN that Articles of Amendment were filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on June 21, 2007, for **Hoover-Boyer Funeral Homes, Inc.**, 118 S. Market Street, Millersburg, PA 17061. The corporation was incorporated under the Pennsylvania Business Corporation Law of 1988, as amended.

TERRENCE J. KERWIN, Esq.
Kerwin & Kerwin
27 North Front Street
Harrisburg, PA 17101
(717) 238-4765

y6

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on June 14, 2007, for the purpose of obtaining a charter of a Nonprofit Corporation organized under the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania. The name of the corporation is: **COMMUNITY FUTURE OUTREACH, INC.** The purpose or purposes for which it was organized are: raising funds for underprivileged children in inner-city Philadelphia. y6

NOTICE IS HEREBY GIVEN that a Certificate of Organization has been filed with the Department of State of the Commonwealth of Pennsylvania in Harrisburg, Pennsylvania, for **KTH Group, LLC**. The Certificate of Organization was filed on June 14, 2007. Said Limited Liability Company intends to be organized under the provisions of the Business Corporation Law of the Commonwealth of Pennsylvania of 1988. The initial registered office of the company is in care of Anthony J. Nestico, Esquire, 840 East Chocolate Avenue, Hershey, PA 17033, (717) 533-5406, Attorney for KTH Group, LLC. y6

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on May 7, 2007, for the purpose of obtaining a charter of a Nonprofit Corporation organized under the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania. The name of the corporation is: **NORTHWESTERN UNIVERSITY ALUMNI CLUB OF PHILADELPHIA, INC.**

The purpose or purposes for which it was organized are: exclusively for religious, charitable, scientific, literary or educational purposes under Section 501(c)(3) of the Internal Revenue Code, as amended.

SPECTOR GADON & ROSEN, P.C.
Solicitors
Seven Penn Center, 7th Floor
Philadelphia, PA 19103

y6

FIRST PUBLICATION

Fictitious Notices

NOTICE IS HEREBY GIVEN, pursuant to the Provisions of the Act of Assembly of December 16, 1982, Act 295, as amended, of the filing in the Office of the Secretary of the Commonwealth of Pennsylvania at Harrisburg on June 13, 2007 an application for the conduct of a business in Dauphin County, Pennsylvania, under the assumed or fictitious name of **Mussani & Matz Company** with a principal place of business at 3 Royal Palm Drive, Mechanicsburg, PA 17055, conducting business in Dauphin County, Pennsylvania, at improved real estate known as 1507 North Third Street, Harrisburg, Dauphin County, Pennsylvania.

The name and residence of entities owning or interested in the aforesaid fictitious name and business are: Matz Investments LLC, 2252 West Tilghman Street, C-4, Allentown, PA 18104 and Mussani & Mussani LLC, 3 Royal Palm Drive, Mechanicsburg, PA 17055.

The purpose or purposes of the business will be to develop, construct, renovate and manage commercial and residential real estate.

JAMES R. CLIPPINGER, Esq.
Caldwell & Kearns
3631 North Front Street
Harrisburg, PA 17110

y6

FIRST PUBLICATION

Miscellaneous Notices

**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

No. 2432 CV 2007

**COMPLAINT IN
MORTGAGE FORECLOSURE**

**HSBC MORTGAGE SERVICES INC.,
Plaintiff**

vs.

**TRACY HAYES a/k/a TRACY M. HAYES
and PATRICK HAYES**

a/k/a PATRICK M. HAYES, Defendants

TO: Tracy and Patrick Hayes, et al.

**PREMISES SUBJECT
TO FORECLOSURE:
124 EAST WATER STREET
MIDDLETOWN, PA 17057**

NOTICE

IF YOU WISH TO DEFEND, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERENCE SERVICE
BUTLER COUNTY BAR
ASSOCIATION
P.O. Box 186
Harrisburg, 17108

TERRENCE J. McCABE, Esq.
McCabe, Weisberg and Conway, P.C.
123 South Broad Street, Suite 2080
Philadelphia, PA 19109
(215) 790-1010

y6

FIRST PUBLICATION

Miscellaneous Notices

**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

No. 2007-CV-1677-MF

**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE**

**DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR
LONG BEACH MORTGAGE LOAN
TRUST 2005-2, Plaintiff**

vs.

**LEE D. YOUNG, Mortgagor
and Real Owner, Defendant**

**TO: LEE D. YOUNG, MORTGAGOR
and REAL OWNER, Defendant
whose last known address is
2515 N. 5th Street
Harrisburg, PA 17110**

**THIS FIRM IS A DEBT COLLECTOR
AND WE ARE ATTEMPTING
TO COLLECT A DEBT
OWED TO OUR CLIENT.
ANY INFORMATION OBTAINED
FROM YOU WILL BE USED
FOR THE PURPOSE
OF COLLECTING THE DEBT.**

YOU ARE HEREBY NOTIFIED that Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2005-2, has filed a Mortgage Foreclosure Complaint endorsed with a notice to defend against you in the Court of Common Pleas of Dauphin County, Pennsylvania, docketed to No. 2007-CV-1677-MF wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 2515 N. 5th Street, Harrisburg, PA 17110, whereupon your property will be sold by the Sheriff of Dauphin County.

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following notice, you must take action within twenty (20) days after the Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

MID PENN LEGAL SERVICES
213A North Front Street
Harrisburg, PA 17101
(717) 232-0581

DAUPHIN COUNTY
LAWYER REFERRAL SERVICE
213 North Front Street
Harrisburg, PA 17101
(717) 232-7536

JOSEPH A. GOLDBECK, JR., Esq.
Goldbeck McCafferty & McKeever, P.C.
Suite 5000, Mellon Independence Center
701 Market Street
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(215) 825-6411

y6

FIRST PUBLICATION

Miscellaneous Notices

**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

No. 2007-CV-4894-MF

**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE**

DYCK-O'NEAL, INC., Plaintiff

vs.

**TIMOTHY L. SPANGLER and
KIM F. SPANGLER, Defendants**

**TO: KIM F. SPANGLER, Defendant,
whose last known addresses are
1250 Martina Drive
Harrisburg, PA 17109**

and

**216 North Meadow Lane
Harrisburg, PA 17112**

YOU ARE HEREBY NOTIFIED that Plaintiff, DYCK-O'NEAL, INC., has filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of Dauphin County, Pennsylvania, docketed to No. 2007-CV-4894-MF, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 216 North Meadow Lane, Harrisburg, PA 17112, whereupon your property would be sold by the Sheriff of Dauphin County.

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the notice above, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH THE INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAUPHIN COUNTY
LAWYER REFERRAL SERVICE
213 North Front Street
Harrisburg, PA 17101
(717) 232-7536

MARK J. UDREN, Esq.
Udren Law Offices, P.C.
111 Woodcrest Rd., Ste. 200
Cherry Hill, NJ 08003
(856) 482-6900

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**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

No. 2006-CV-5343-CV

NANCY P. SCALES, Plaintiff

vs.

JUAN A. MALDONADO, Defendant

NOTICE

YOU ARE HEREBY NOTIFIED that a civil action was brought against you in the Court of Common Pleas of Dauphin County, Pennsylvania, at Docket No. 2006-CV-5343-CV by Nancy P. Scales, Plaintiff, for personal injuries sustained in a December 11, 2004, motor vehicle crash.

YOU HAVE BEEN SUED IN COURT. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO, OR TELEPHONE,

FIRST PUBLICATION

Miscellaneous Notices

THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAUPHIN COUNTY
LAWYER REFERRAL SERVICE
213 North Front Street
Harrisburg, PA 17101
(717) 232-7536

AVISO

POR ESTE MEDIO, USTED ES NOTIFICADO que una demanda, civil ha sido presentado, contra de usted en la Corte de demandas públicas del condado de Dauphin (Dauphin County Court of Common Pleas) en el archivo No. 2006-CV-5543-CV por Nancy P. Scales, Demandante, para heridas personales sostenidas en un choque de automóvil del 11 de diciembre de 2004.

USTED HA SIDO DEMANDADO/A EN CORTE. Si usted desea defenderse de la demanda, debe de presentar una comparencia escrita personalmente o por medio de un abogado y presentar sus defensas y objeciones escritos a la Corte. Se le avierte de que si usted falla de tomar acción como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamación o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin más aviso.

DAUPHIN COUNTY
LAWYER REFERRAL SERVICE
213 North Front Street
Harrisburg, PA 17101
(717) 232-7536

MATTHEW S. CROSBY, Esq.
Handler, Henning & Rosenberg, LLP
1300 Linglestown Road
Harrisburg, PA 17110
Telephone: (717) 238-2000
Fax: (717) 233-3029
E-mail: Crosby@HHRLaw.com

**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

No. 2007-CV-02681-MF

**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE**

**DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR LONG
BEACH MORTGAGE LOAN TRUST
2006-WL3, 9451 Corbin Avenue
Northridge, CA 91324, Plaintiff**
vs.

**DAVID LANDAU, Mortgagor(s)
and Record Owner(s),
4493 Lakeside Drive
Harrisburg, PA 17110, Defendant(s)**

**THIS LAW FIRM
IS A DEBT COLLECTOR
AND WE ARE ATTEMPTING
TO COLLECT A DEBT.
THIS NOTICE IS SENT TO YOU
IN AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED
FROM YOU WILL BE USED
FOR THAT PURPOSE.**

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY**

**TO: LANDAU, DAVID
4493 Lakeside Drive
Harrisburg, PA 17110**

YOU ARE HEREBY NOTIFIED that your house at 4493 Lakeside Drive, Harrisburg, PA 17110 is scheduled to be sold at Sheriff's Sale on Thursday, July 12, 2007, at 10:00 A.M., in Dauphin County Administration Building, Commissioners Hearing Room, Second and Market Street, Harrisburg, PA 17101, to enforce the court judgment of \$287,847.02 obtained by DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2006-WL3 against you.

**NOTICE OF OWNER'S RIGHTS
YOU MAY BE ABLE TO PREVENT
THIS SHERIFF'S SALE**

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be cancelled if you pay to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR LONG

FIRST PUBLICATION

Miscellaneous Notices

BEACH MORTGAGE LOAN TRUST 2006-WL3, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay call our office at 215-825-6329 or 1-866-413-2311 and

2. You may be able to stop the sale by filing a petition asking the Court to strike or open judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice below on how to obtain an attorney).

**YOU MAY STILL BE ABLE
TO SAVE YOUR PROPERTY
AND YOU HAVE OTHER RIGHTS
EVEN IF THE SHERIFF'S SALE
DOES NOT TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the bid price by calling the Sheriff of Dauphin County at 717-255-2660.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Dauphin County at 717-255-2660.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff within thirty (30) days from the date of the

Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the schedule of distribution is filed.

7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the sale.

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

MID PENN LEGAL SERVICES
213A North Front Street
Harrisburg, PA 17101
(717) 232-0581

**DAUPHIN COUNTY
LAWYER REFERRAL SERVICE**
213 North Front Street
Harrisburg, PA 17101
(717) 232-7536

JOSEPH A. GOLDBECK, JR., Esq.
Goldbeck, McCafferty & McKeever
Suite 5000, Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
(215) 825-6318

y6

**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

No. 2006-CV-2851-CV

**VARTAN INVENTORY COMPANY,
and VARTAN SUPPLY COMPANY,
Plaintiffs**

vs.

**MEASHEY CONSTRUCTION, INC.,
Defendant**

10-DAY DEFAULT NOTICE

**TO: Meashey Construction, Inc.
Whereabouts Unknown**

DATE OF NOTICE: JUNE 29, 2007

FECHA DE NOTICIA: JUNE 29, 2007

FIRST PUBLICATION

Miscellaneous Notices

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU, UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE. A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DAUPHIN COUNTY
LAWYER REFERRAL SERVICE
213 North Front Street
Harrisburg, PA 17101
(717) 232-7536

MICHAEL J. PYKOSH, Esq.
2132 Market Street
Camp Hill, PA 17011
(717) 975-9446

y6

**IN THE COURT OF COMMON PLEAS
OF DAUPHIN COUNTY
PENNSYLVANIA**

CIVIL ACTION – LAW

No. 2006-CV-2851-CV

**VARTAN INVENTORY COMPANY,
and VARTAN SUPPLY COMPANY,
Plaintiffs**

vs.

**MEASHEY CONSTRUCTION, INC.,
Defendant**

10-DAY DEFAULT NOTICE

**TO: Meashey Construction, Inc.
Whereabouts Unknown**

NOTICIA IMPORTANTE

USTED NO HA COMPLIDO CON EL AVISO ANTERIOR PORQUE HA FALTADO EN TOMAR MEDIDAS REQUERIDAS RESPECTO A ESTE CASO. SI USTED NO ACTUA DENTRO DE DIEZ (10) SIAS DESDE LA FECHA DE ESTA NOTICIA, ES POSIBLE QUE UN FALLO SERIA REGISTRADO CONTRA USTED SIN UNA AUDIENCIA Y USTED PODRIA PERDER SU PROPIEDAD O OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTA NOTICIA A SU ABOGADO EN SEGUIDA. SI USTED NO TIENE ABOGADO O NO TIENE CON QUE PAGAR LOS SERVICIOS DE UN ABOGADO, VAYA O LLAME A LA OFICINA ESCRITA ABAJO PARA AVERIGUAR A DONDE USTED PUEDE OBTENER LA AUYDA LEGAL.

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(717) 232-7536

MICHAEL J. PYKOSH, Esq.
2132 Market Street
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(717) 975-9446

y6

THIRD PUBLICATION

NOTICE

NOTICE IS HEREBY GIVEN that a hearing on the Petition of the Board of Control of Harrisburg School District for approval to sell the real estate in the City of Harrisburg at 18th and Derry Streets will be held in the Dauphin County Court of Common Pleas on July 17, 2007, at 11:00 a.m. in Courtroom No. 4. j22-y6

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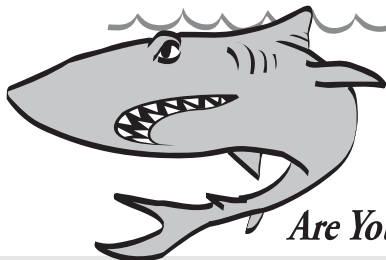
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TRIAL AHEAD?

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The Board of Directors of the Bar Association meets on the third Thursday of the month at the Bar Association headquarters. Anyone wishing to attend or have matters brought before the Board should contact the Bar Association office in advance.

REPORTING OF ERRORS IN ADVANCE SHEET

The Bench and Bar will contribute to the accuracy in matters of detail of the permanent edition of the Dauphin County Reporter by sending to the editor promptly, notice of all errors appearing in this advance sheet. Inasmuch as corrections are made on a continuous basis, there can be no assurance that corrections can be made later than thirty (30) days from the date of this issue but this should not discourage the submission of notice of errors after thirty (30) days since they will be handled in some way if at all possible. Please send such notice of errors to: Dauphin County Reporter, Dauphin County Bar Association, 213 North Front Street, Harrisburg, PA 17101-1493.

DAUPHIN COUNTY COURT SECTION

Motion Judge of the Month

JULY 2007
AUGUST 2007

Judge Bruce F. BRATTON
Judge John F. CHERRY

Opinions Not Yet Reported

BAR ASSOCIATION PAGE – Continued

MISCELLANEOUS SECTION

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j29-y6

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BAR ASSOCIATION PAGE – Continued

MISCELLANEOUS SECTION

EMPLOYMENT OPPORTUNITY: Traffic Safety Resource Prosecutor

The Pennsylvania District Attorneys Institute (PDAI) has recently created a new position: a full-time traffic safety resource prosecutor, or “TSRP.” This employee must be a former prosecutor with at least 3 years experience. His or her role would be similar to that of Beth Lawson, our Legal Resource Attorney, only focused exclusively on traffic safety issues. The TSRP will also be headquartered at 2929 North Front St., however, the position will involve travel in order to provide training in the field and network with a variety of allied professionals. The qualified candidate will be a proven self starter with an exceptionally high energy level and a sincere commitment to traffic safety issues. Salary range is \$55,000 - \$75,000 commensurate with experience.

QUALIFICATIONS

- Juris Doctorate.
- Member in good standing of the State Bar.
- Extensive experience in the prosecution of impaired driving cases.
- Knowledge or willingness to learn about the NHTSA/International Association of Chiefs of Police (IACP) Standardized Field Sobriety Testing (SFST) program and the Drug Evaluation and Classification (DEC) Program.
- Knowledge or willingness to learn about sobriety checkpoints and saturation patrol operations.

RESPONSIBILITIES

- Design and manage traffic safety training programs, with an emphasis on the prosecution of drunk driving and vehicular homicide cases;
- Serve as a consultant for prosecutors on traffic safety issues;
- Prepare memoranda, amicus briefs, and model briefs when appropriate;
- Write and/or update a Driving After Imbibing (DAI) manual for prosecutors;
- Prepare a traffic safety newsletter;
- Serve as a liaison between prosecutors, courts, PaDOT, law enforcement agencies, and other traffic safety professionals and interest groups on traffic safety issues;
- Participate in state and national traffic safety conferences to remain current on the latest knowledge and issues in traffic safety;
- Create a listserve for prosecutors to exchange questions, answers and resources on traffic safety issues; and other duties as they relate to traffic safety.

Interested applicants should send resume, writing sample, and salary requirements to the attention of:

Mary-Jo Mullen, Director of Education and Training
PA District Attorneys Institute
2929 North Front St.
Harrisburg, PA 17110

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BAR ASSOCIATION PAGE – Continued

MISCELLANEOUS SECTION

OFFICE OF THE CITY SOLICITOR

The City of Harrisburg is accepting applications for the positions of *Assistant City Solicitor* and *Legal Assistant* in the office of the City Solicitor. These positions involve a full range of responsibilities relating to various phases of municipal operations. The successful candidates must be self-motivated, highly organized and possess a valid driver's license.

Applicants for the position of Assistant City Solicitor must have graduated from an accredited law school and be licensed to practice law in the Commonwealth of PA. In addition, one year of experience as a practicing attorney/law clerk, with exposure to bankruptcy, administrative hearings, labor law, legislative drafting, trial case work, both civil and criminal; and courtroom experience is preferred.

Applicants for the position of Legal Assistant must have graduated from an accredited paralegal degree program or any equivalent and possess some experience in legal office operations. This position performs a myriad of administrative duties and legal assignments.

Residency within the corporate limits of the City of Harrisburg must be established within one (1) year of the date of hire.

Salaries: Assistant City Solicitor: \$40,000.00 - \$45,000.00.
Legal Assistant: \$30,000.00 - \$35,000.00. Salaries commensurate with experience and qualifications.
Excellent fringe benefits provided.

Deadline: July 20, 2007, 5:00 p.m.

Apply to: City of Harrisburg, Bureau of Human Resources, The Rev. Dr. Martin L. King, Jr., City Govt. Center - Suite 406, 10 North Second Street, Harrisburg, PA 17101. Electronic submissions may be sent to tbarringer@cityofhbg.com.

A letter of interest, resume, three employment references and two writing samples are required at the time of application for both positions.

Candidates who fail to submit the requested information will not be considered for the positions.

The City of Harrisburg is an Equal Opportunity Employer.
Stephen R. Reed, Mayor
Harrisburg City Council

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BAR ASSOCIATION PAGE – Continued

MISCELLANEOUS SECTION

ASSOCIATE STAFF COUNSEL

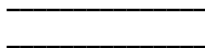
PSEA is a professional education association/labor organization representing 185,000 members seeking an Associate Staff Counsel candidate for its Harrisburg office. The position will commence Fall 2007 and end on August 31, 2009. Position is modeled after judicial clerkship. Preference will be given to candidates with strong legal research and writing skills.

We offer a comprehensive benefits package including medical benefits, leave and a starting salary of \$43,000.

Interested candidates should send a cover letter, resume, writing samples, transcripts and references. Materials must be submitted no later than July 13th to: PSEA, Human Resources, ATTN: ASC, PO Box 1724, Harrisburg, PA 17105.

An Equal Opportunity/Affirmative Action Employer

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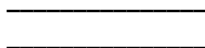


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Angino & Rovner, P.C. has available their rear annex office building with approximately 40-50 parking spaces. Interested parties should contact Richard C. Angino at 717-238-6791.

j29-y20



CORPORATE PATENT COUNSEL — Case New Holland (www.cnh.com), a world leader in the design and manufacturing of agricultural and construction equipment is seeking a Patent Attorney with a Mechanical Engineering background for its R&D facility in New Holland, PA. Qualified candidates will have 1-2 years experience in private industry or a law firm along with a bachelors degree or related technical degree, graduate from an accredited law school, member of any state bar and licensed to practice before the USPTO. Experience should include preparation and prosecution of patent applications, infringement analysis and personal interaction skills with engineers. Please send all confidential resumes to: www.monster.com.

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BAR ASSOCIATION PAGE – Continued
MISCELLANEOUS SECTION

SUPREME COURT OF PENNSYLVANIA
CIVIL PROCEDURAL RULES COMMITTEE

NOTICE OF PROPOSED RECOMMENDATIONS NOS. 225 AND 226

Proposed Amendment of
Rule 220.1 Governing Voir Dire
and
Proposed Amendment of
Rule 226 Governing Points for Charge

The Civil Procedural Rules Committee is proposing that Rule of Civil Procedure 220.1 governing voir dire and Rule of Civil Procedure 226(a) governing points for charge be amended.

The recommendations are published in full in the *Pennsylvania Bulletin*, the advance reports of *West's Atlantic* and *Pennsylvania Reporters*, the *Pennsylvania Law Weekly*, the *Philadelphia Legal Intelligencer* and the *Pittsburgh Legal Journal*. The recommendations are also published electronically as part of the Home Page of the Administrative Office of Pennsylvania Courts at "<http://www.aopc.org>".

The proposed recommendations have not been submitted to the Supreme Court of Pennsylvania for review but rather are being submitted to the bench and bar for comments and suggestions prior to their submission to the Supreme Court. All communications should be sent not later than **August 31, 2007** to:

Harold K. Don, Jr.,
Counsel
Civil Procedural Rules Committee
5035 Ritter Road, Suite 700
Mechanicsburg, Pennsylvania 17055

or E-Mail to
civil.rules@pacourts.us

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