

# Northampton County Reporter

(USPS 395-280)

VOL. LIV EASTON, PA November 30, 2006 NO. 100

Easton Radiology Associates, P.C., Plaintiff v. Easton Hospital, Defendant

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**INSERT:** Blue: 1. "Introduction to Education Law"

2. "Estate Administration: Beware the Pitfalls"

3. Important New Developments in Auto Negligence Law"

4. 2006-2007 Calendar of Events

Lilac: 1. Northampton County Reporter Publication & Advertising Rates

### NOTICE TO THE BAR...

Administrative Order 2006-14—Fee Schedules, Register of Wills and Orphans' Court—see page 37.

**NORTHAMPTON COUNTY BAR ASSOCIATION  
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***Northampton County Reporter***

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The Northampton County Reporter will be published every Thursday by the Northampton County Bar Association, 155 South Ninth St., Easton, PA 18042-4399. All legal notices relating to the business of the county, are required by rule of Court, to be published in this Journal. All legal notices must be submitted in typewritten form and are published exactly as submitted by the advertiser. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes to content.

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Robert C. Brown, Jr., Esquire

Editor

**NOTICES TO NCBA MEMBERS—BAR NEWS**

**INCLUDED IN THIS ISSUE:**

**Lunch Lectures—Registration forms inside**

“Estate Administration: Beware the Pitfalls”—Wednesday, December 6, 2006 @ NCBA Office.

“Important New Developments in Auto Negligence Law”—Wednesday, December 20, 2006 @ NCBA Office.

“Introduction to Education Law”—Thursday, December 14 @ Best Western, Bethlehem

**Northampton County Reporter**—2007 Schedule of Advertising and Subscription Rates

**NCBA and PBI/CLE Calendar of Events**

**ANNOUNCEMENTS:**

**NCBA Annual Meeting**—Thursday, January 18, 2007, Best Western, Bethlehem

**Northampton County Reporter Deadline Changes:** Due to the December holidays the Reporter deadlines are changed to the following dates:

Dec. 21 Issue—deadline is Friday, December 15 @ 12:00 p.m.

Dec. 28 Issue—deadline is Thursday, December 21 @ 12:00 p.m.

**In the U.S.D.C. for the Eastern District of Pennsylvania—Notice**—Replacement of one full-time U.S. Magistrate Judge position for the Eastern District of PA at Philadelphia—see page 44.

Opportunity is sometimes hard to recognize if you're only looking for a lucky break.—Monta Crane

**ESTATE NOTICES**

Notice is hereby given that in the estate 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**

**BORCHARDT, ELISABETH E. a/k/a ELISABETH H. BORCHARDT**, dec'd.

Late of the Township of Bushkill, Northampton County, PA

Administrator: Wolfgang Borchardt, 373 S. Egg Road, Bath, PA 18014

Attorney: Daniel G. Spengler, Esquire, 110 East Main Street, Bath, PA 18014

**BOYER, LAWRENCE L., SR.**, dec'd.

Late of the Township of Upper Nazareth, Northampton County, PA

Administratrix: Mary Ann Snell, Suite 311, 3400 Bath Pike, Bethlehem, PA 18017

Attorney: Mary Ann Snell, Esquire, Suite 311, 3400 Bath Pike, Bethlehem, PA 18017

**COLLINS, ANDREA M.**, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Co-Administrators: Michelle Timmann and Gerald Timmann c/o John J. Bartos,

Esquire, 3976 Township Line Road, Bethlehem, PA 18020

Attorney: John J. Bartos, Esquire, 3976 Township Line Road, Bethlehem, PA 18020

**CRUM, HELEN M. a/k/a HELEN MARIE CRUM**, dec'd.

Late of the Borough of Hellertown, Northampton County, PA

Executor: Darryl K. Crum c/o Theresa Hogan, Esquire, Attorney-at-Law, 340 Spring Garden Street, Easton, PA 18042

Attorney: Theresa Hogan, Esquire, Attorney-at-Law, 340 Spring Garden Street, Easton, PA 18042

**HANNON, MARY ELLEN a/k/a MARY ELLEN M. HANNON**, dec'd.

Late of Hanover Township, Northampton County, PA

Executor: Patrick J. Hannon c/o John W. Rybak, Esquire, 408 Adams Street, Bethlehem, PA 18105

Attorney: John W. Rybak, Esquire, 408 Adams Street, Bethlehem, PA 18105

**KRAUSE, WILBUR A.**, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executrix: Ruth N. Krause c/o Buddy K. Toys, Inc., 24 Durham St., Hellertown, PA 18055

**MIHALICK, RUTH DOROTHY MARIE**, dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Administratrix: Nancy Ann Xander c/o Henry R. Newton, Jr., Esquire, Herster, Newton

& Murphy, 127 N. 4th St., P.O. Box 1087, Easton, PA 18044-1087

Attorneys: Henry R. Newton, Jr., Esquire, Herster, Newton & Murphy, 127 N. 4th St., P.O. Box 1087, Easton, PA 18044-1087

**ORECCHIO, MARIE**, dec'd.

Late of Palmer Township, Northampton County, PA  
Executor: Stanley J. Budzinski c/o Ralph J. Bellafatto, Esquire, 4480 William Penn Highway, Easton, PA 18042  
Attorney: Ralph J. Bellafatto, Esquire, 4480 William Penn Highway, Easton, PA 18042

**PASSARO, HELEN R.**, dec'd.

Late of Bethlehem, Northampton County, PA  
Executor: Dr. Marion Passaro McDonald, 6908 Wards Lane, Center Valley, PA 18034  
Attorney: Charles E. Shoemaker, Jr., Esquire, 727-729 North 19th Street, Allentown, PA 18104-4040

**PINTER, AGNES G.**, dec'd.

Late of Bethlehem, Northampton County, PA  
Executor: Charles L. Gubish c/o Chester A. Reybitz, Esquire, 429 East Broad St., P.O. Box 1445, Bethlehem, PA 18016-1445  
Attorney: Chester A. Reybitz, Esquire, 429 East Broad St., P.O. Box 1445, Bethlehem, PA 18016-1445

**RAWLINGS, RUSSELL B.**, dec'd.

Late of the City of Bethlehem, Northampton County, PA  
Executrix: Sherrill Rawlings, 2830 Linden Street, Unit 7-E, Bethlehem, PA 18017

**SAVELLI, GINO**, dec'd.

Late of the Township of Lower Mount Bethel, Northampton County, PA

Co-Executors: Robert J. Savelli and Anthony D. Savelli c/o Theresa Hogan, Esquire, Attorney-at-Law, 340 Spring Garden Street, Easton, PA 18042

Attorney: Theresa Hogan, Esquire, Attorney-at-Law, 340 Spring Garden Street, Easton, PA 18042

**SCHULER, BETTY J.**, dec'd.

Late of the City of Bethlehem, Northampton County, PA  
Executor: Jay N. Schuler c/o Michael E. Riskin, Esquire, Riskin and Riskin, 18 E. Market St., P.O. Box 1446, Bethlehem, PA 18016-1446

Attorneys: Michael E. Riskin, Esquire, Riskin and Riskin, 18 E. Market St., P.O. Box 1446, Bethlehem, PA 18016-1446

**STEIFEL, ANNA M.**, dec'd.

Late of the Borough of Hellertown, Northampton County, PA

Executrix: Frances Gibson c/o Raymond C. Majczan, Esquire, 612 Main Street, Hellertown, PA 18055-1726

Attorney: Raymond C. Majczan, Esquire, 612 Main Street, Hellertown, PA 18055-1726

**SECOND PUBLICATION**

**AMICI, JOSEPH**, dec'd.

Late of the Township of Hanover, Northampton County, PA  
Executrix: Camille Llewellyn c/o Raymond C. Majczan, Esquire, 612 Main Street, Hellertown, PA 18055-1726

Attorney: Raymond C. Majczan, Esquire, 612 Main Street, Hellertown, PA 18055-1726

**ASHMAN, RUDOLPH R.,** dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executor: Thomas G. Ashman c/o Harry Newman, Esquire, 3897 Adler Place, Suite 180C, Bethlehem, PA 18017

Attorney: Harry Newman, Esquire, 3897 Adler Place, Suite 180C, Bethlehem, PA 18017

**HARVILLA, NICHOLAS S., SR.,** dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executor: Nicholas S. Harvilla, Jr. c/o Mary Ann Snell, Esquire, Suite 311, 3400 Bath Pike, Bethlehem, PA 18017

Attorney: Mary Ann Snell, Esquire, Suite 311, 3400 Bath Pike, Bethlehem, PA 18017

**ORBAN, GERTRUDE,** dec'd.

Late of Bethlehem Township, Northampton County, PA

Administratrix: Lisa Orban, 260 Park Avenue South, Apt. 4K, New York, NY 10010-7260

Attorney: Holly V. Calantoni, Esquire, 451 Main Street, Bethlehem, PA 18018-5855

**REICHWEIN, LEON R.,** dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executor: Leslie P. Reichwein c/o Edward L. Redding, Esquire, 548 N. New Street, Bethlehem, PA 18018

Attorney: Edward L. Redding, Esquire, 548 N. New Street, Bethlehem, PA 18018

**REIGEL, CHARLES W.,** dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Co-Executrices: June B. McNally and Lucille R. Anthony c/o Littner, Deschler & Littner, 512 N. New Street, P.O. Box 1407, Bethlehem, PA 18016-1407

Attorneys: Littner, Deschler & Littner, 512 N. New Street, P.O. Box 1407, Bethlehem, PA 18016-1407

**VILLANI, ANGELO,** dec'd.

Late of the City of Bethlehem, Northampton County, PA

Co-Executrices: Mrs. Joanna Villani Tallarico, 274 Wedgewood Road, Bethlehem, PA 18017 and Mrs. Angeline Villani Brong, 264 Wedgewood Road, Bethlehem, PA 18017

Attorney: Vaughn A. Terrinoni, Esquire, 3976 Township Line Road, Bethlehem, PA 18020

**THIRD PUBLICATION**

**APONAVICIUS, FILOMENA,** dec'd.

Late of the City of Easton, Northampton County, PA

Executrix: I. Milda Scrima c/o Beth A. Dobis Beers, Esquire, 315 E. Main Street, Bath, PA 18014

Attorney: Beth A. Dobis Beers, Esquire, 315 E. Main Street, Bath, PA 18014

**BENSINGER, DONALD O., SR.,** dec'd.

Late of Apple Road, Northampton, Northampton County, PA

Executor: Russell P. Bensinger, 3355 Mountain View Drive, Danielsville, PA 18038

Attorneys: Charles W. Stopp, Esquire, Steckel and Stopp, 125 S. Walnut Street, Suite 210, Slatington, PA 18080

**GAWRY, JOAN A.**, dec'd.

Late of the Township of Forks, Northampton County, PA

Executor: Troy P. Price c/o Joel M. Scheer, Esquire, Fishbone and Scheer, 940 West Lafayette Street, Easton, PA 18042

Attorneys: Joel M. Scheer, Esquire, Fishbone and Scheer, 940 West Lafayette Street, Easton, PA 18042

**GRIESHAMMER, JANE A.**, dec'd.

Late of the Township of Palmer, Northampton County, PA

Executor: Lynn Chernuchin c/o Raymond C. Majczan, Esquire, 612 Main Street, Hellertown, PA 18055-1726

Attorney: Raymond C. Majczan, Esquire, 612 Main Street, Hellertown, PA 18055-1726

**MARGESON, ROSE**, dec'd.

Late of the Township of Washington, Northampton County, PA

Executrix: Mary Ann Strauss c/o David J. Ceraul, Esquire, 22 Market Street, P.O. Box 19, Bangor, PA 18013-0019

Attorney: David J. Ceraul, Esquire, 22 Market Street, P.O. Box 19, Bangor, PA 18013-0019

**MATLAGA, RUTH F. a/k/a RUTH MATLAGA**, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Administrator: G. Gary Matlaga c/o Littner, Deschler &

Littner, 512 N. New Street, P.O. Box 1407, Bethlehem, PA 18016-1407

Attorneys: Littner, Deschler & Littner, 512 N. New Street, P.O. Box 1407, Bethlehem, PA 18016-1407

**SCHNEITZEL, KATHERINE M.**, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executor: Joseph J. Schnietzel, Jr. c/o Littner, Deschler & Littner, 512 N. New Street, P.O. Box 1407, Bethlehem, PA 18016-1407

Attorneys: Littner, Deschler & Littner, 512 N. New Street, P.O. Box 1407, Bethlehem, PA 18016-1407

**STULL, BEULAH E.**, dec'd.

Late of the Borough of Wilson, Northampton County, PA

Executrix: Mrs. Arlene Wamsley, 2130 Hay Street, Easton, PA 18042

Attorneys: Robert A. Nitchkey, Jr., Esquire, Hemstreet, Nitchkey & Freidl, 730 Washington Street, Easton, PA 18042

**WATKINS, LORETTA E. a/k/a LORETTA WATKINS**, dec'd.

Late of Nazareth, Northampton County, PA

Co-Executors: W. Eugene Clater, 107 Snow Hill Rd., Northampton, PA 18067 and Nelson W. Clater, 1615 Lincoln St., Bethlehem, PA 18016.

**WEISS, WILLIAM W.**, dec'd.

Late of the Township of Lower Saucon, Northampton County, PA

Executrix: Tina-Louise Krasnansky c/o Mary Ann Snell, Esquire, Suite 311, 3400 Bath Pike, Bethlehem, PA 18017

Attorney: Mary Ann Snell, Esquire, Suite 311, 3400 Bath Pike, Bethlehem, PA 18017

**NOTICES OF INCORPORATION**

NOTICE IS HEREBY GIVEN that Articles of Incorporation—For Profit, Business-stock, was filed with the Pennsylvania Department of State at Harrisburg, Pennsylvania, for the purpose of creating a Business-Stock Corporation under the Business Corporation Law of 1988.

The name of the corporation is: **FORTUNATO'S PIZZARIA & ITALIAN RESTAURANT, INC.**

The Articles of Incorporation were filed on November 16, 2006.

JOHN EVERETT COOK, ESQUIRE

1835 Main Street  
Northampton, PA 18067

Nov. 30

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed 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 provisions of the Pennsylvania Corporation Law of 1988, approved December 21, 1988, P.L. 1444, No. 177, as amended.

The name of the corporation is: **NAZARETH AUTO OUTLET, INC.**

The Articles of Incorporation were filed on November 13, 2006.

JAMES G. MURPHY, ESQUIRE  
MURPHY & MURPHY, P.C.  
106 N. Franklin St.  
Suite 2  
P.O. Box 97  
Pen Argyl, PA 18072

Nov. 30

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been

filed 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 provisions of the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, No. 177, as amended.

The name of the corporation is:

**GMF, INC.**

Robert H. Jacobs, Esquire  
Jacobs & Jacobs

214 Bushkill Street  
Easton, PA 18042-1892

Nov. 30

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of obtaining a Certificate of Incorporation pursuant to the provisions of the Business Corporation Law of the Commonwealth of Pennsylvania, Act of December 21, 1988, (P.L. 1444, No. 177), by the following corporation:

**T4 ENGINEERING, INC.**

The Articles of Incorporation were filed on April 27, 2006.

NOONAN & PROKUP  
526 Walnut Street  
Allentown, PA 18101  
(610) 433-5211

Nov. 30

**NOTICE OF NON-PROFIT INCORPORATION**

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State, Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on November 8, 2006 with a proposed non-profit corporation formed pursuant to the provisions of the Business Corpo-



ration Law of 1988, approved December 21, 1988, P.L. 1444, No. 177, as amended.

The name of the corporation is:  
**THE TOWNES AT WILLOW BEND  
COMMUNITY ASSOCIATION**

James L. Broughal, Esquire  
Broughal & DeVito, L.L.P.  
38 West Market Street  
Bethlehem, PA 18018

Nov. 30

**NOTICE OF DISSOLUTION**

NOTICE IS GIVEN that the director and shareholder of **RoadLink USA Systems, Inc.**, a Pennsylvania corporation, with its address at: 1240 Win Drive, Bethlehem, Pennsylvania, have approved a proposal that the corporation voluntarily dissolve, and that the director of the corporation is now in the process of winding up the affairs of the corporation so that the corporate existence shall be ended under the provisions of Section 1977 of the Pennsylvania Business Corporation Law of 1988, as amended.

GREGORY A. OSTENDORF,  
ESQUIRE  
SCOPELITIS GARVIN LIGHT  
& HANSON

10 W. Market Street  
Suite 1500  
Indianapolis, IN 46204  
(317) 492-9283

Nov. 30

**IN THE COURT OF COMMON  
PLEAS OF NORTHAMPTON  
COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

IN RE: PETITION OF  
LOUIS CARDONE

**NO. C00-48-CV-2006-00-9453**

NOTICE FOR CHANGE OF NAME

NOTICE IS HEREBY GIVEN that on November 21, 2006, the Petition of LOUIS CARDONE was filed in the above Court, praying for a

decree to change his name to STEVEN LOUIS SORACE, JR.

The Court has fixed January 23, 2007, at 9:00 A.M., in the Northampton County Government Center, 669 Washington Street, Easton, Pennsylvania 18042, in Room 229, as the time and place for the hearing of said Petition, when and where all persons interested may appear and show cause, if any they have, why the prayer of the said Petition should not be granted.

LEONARD M. MELLON, ESQUIRE  
I.D. NO. 46815

151 S. 7th Street  
Easton, PA 18042  
(610) 559-9990

Nov. 30

**IN THE COURT OF COMMON  
PLEAS OF NORTHAMPTON  
COUNTY, PENNSYLVANIA  
CIVIL ACTION—LAW**

CAROL MATHARU and  
CHARANJIT S. MATHARU,  
Husband and wife,

Plaintiffs

vs.

TANYSHA MATHIS, JOHN ALLEN  
and VALERI ALLEN,

Defendants

**No. C0048-CV-2006-7440**

JURY TRIAL DEMANDED

Nature of Action: The above action arises out of an automobile accident which occurred on September 30, 2004 in the parking lot of CVS Pharmacy on Northampton Street, City of Easton, County of Northampton, Pennsylvania, wherein the Plaintiff sustained severe personal injuries for which they make claims for money damages for both economic losses and non-economic losses.

NOTICE TO ALL NAMED  
DEFENDANTS

If you wish to defend, you must enter a written appearance person-

ally 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 by the Court without further notice for the relief requested by the Plaintiffs. You may lose money or property or other rights important to you.

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

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THE OFFICE SET FORTH BELOW 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.

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Northampton County  
Bar Association  
155 S. Ninth Street  
Easton, PA 18042  
Telephone (610) 258-6333

MICHAEL A. SNOVER, ESQUIRE  
Attorney for Plaintiffs  
101 S. Third Street  
2nd Floor  
Easton, PA 18042  
(610) 923-7701

Nov. 30

#### **ASSOCIATE**

8 Attorney Pottsville, PA law firm seeking associate with five (5) years experience—primarily in business transactions and litigation. Tax experience a plus. Send resume with references to Cerullo, Datte &

Wallbillich, P.C., 450 West Market Street, Pottsville, PA 17901; MCerullo@cdwlaw.com

Nov. 9, 16, 23, 30

#### **LEGAL SECRETARY**

Full-time for Northampton law office engaged in general practice, estates, and real estate. Experience a plus. Salary commensurate with experience. Fax or mail resume to Attorney John L. Obrecht, 1731 Main Street, Northampton, PA 18067. FAX (610) 262-0230.

Nov. 30; Dec. 7, 14

#### **SHERIFF'S SALE OF VALUABLE REAL ESTATE**

The following real estate will be sold by the Sheriff of Northampton County, Pennsylvania, on December 8, 2006 at ten o'clock a.m. in the COUNCIL CHAMBERS, FOURTH FLOOR, of the Northampton County Government Center, within the City of Easton, County of Northampton and State of Pennsylvania, to wit:

PLEASE TAKE NOTICE that the sale price will include only the delinquent taxes certified to the Sheriff's Office. Any current taxes are the responsibility of the purchaser.

#### **No. 2**

#### **BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2005-003662**

ALL THAT CERTAIN lot or parcel of land situate on the westerly side of Powder Mill Road, Powder Mill Estates, 14th Ward, City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania, being Lot No. 17, Powder Mill Estates, said Plan recorded in the Recorder of Deeds Office in and for Northampton County, at Easton, Pennsylvania, in Map Book Volume

38, Page 4, bounded and described as follows, to wit:

BEGINNING at a point on the westerly right-of-way line of Powder Mill Road; thence along the lands known as Powder Mill Estates, Lot 18, North  $66^{\circ} 07' 06''$  West, a distance of 149.44 feet to a point; thence along the lands now or formerly of Carl and Helen Albaralli, Joseph and Mary Orb and Carol and Barbara Liebka, North  $03^{\circ} 40' 18''$  West, a distance of 234 feet to a point; thence along the lands known as Powder Mill Estates, Lot No. 16, South  $52^{\circ} 54' 03''$  East a distance of 249.67 feet to a point on the westerly right-of-way line of Powder Mill Road; thence along the aforementioned right-of-way on a curve to the left with a radius of 175.00 a central angle of  $33^{\circ} 13' 03''$  and a distance of 101.46 feet to a point; the place of beginning.

CONTAINING approximately 28,850.00 square feet of 0.663 acres.

Northampton County Tax Parcel number: M6SE3-41-5L.

THEREON BEING ERECTED a two story single dwelling w/attached two-car garage, brick and aluminum siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Vasilios N. Paxos and Maria Paxos.

DAWN M. SCHMIDT, ESQUIRE

**No. 5**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2006-000645**

ALL THAT CERTAIN parcel of land with the building thereon erected situate on the southwest corner of South Sixteenth Street and Filbert Street in the Borough of Wilson, formerly Palmer Township, in

the County of Northampton and State of Pennsylvania, known as Nos. 319-321 South Sixteenth Street, bounded and described as follows, to wit:

BEGINNING at a point in the westerly property line of South Sixteenth Street, said point being distant one hundred ten (110) feet northerly from the intersection of the westerly property line of South Sixteenth Street, with the northerly property line of Butler Street; thence along Lot Nos. 1601 and 1603 Butler Street South eighty-seven (87) degrees West eighty-five and thirty-five one-hundredths (85.35) feet to a stake in line of Lot No. 1609 Butler Street; thence along Lot No. 1609 Butler Street North two (2) degrees twenty-one (21) minutes East forty-five and twenty one-hundredths (45.20) feet to a stake in the southerly property line of Filbert Street; thence along the southerly property line of Filbert Street South eighty-five (85) degrees fifty-six (56) minutes East eighty-five (85) feet to a stake in the westerly property line of South Sixteenth Street; thence along the westerly property line of South Sixteenth Street South two (2) degrees twenty-one (21) minutes West thirty-four and sixty-nine one-hundredths (34.69) feet to the point or place of beginning.

IT BEING THE SAME PREMISES which John J. Mentasana and Josephine Mentasana, his wife, by their Indenture bearing date the twenty-fourth day of June, A.D. 1970, for the consideration therein mentioned, granted and conveyed unto the said William C. Shellenberger and Carolyn W. Shellenberger, his wife (deceased), and to their heirs and assigns, forever; as in and by the said in part recited

Indenture recorded in the Office for the Recording of Deeds in and for Northampton County, at Easton, Pennsylvania, in Deed Book Volume 373, Page 527, etc., relation being thereunto had, more fully and at large appears.

ALSO KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER: MAP: L9SW3B, BLOCK: 1, LOT: 5.

Being known as 319 South 16th Street, Easton, Pennsylvania, 18042.

THEREON BEING ERECTED a two story single commercial/residential building with panel exterior and shingle roof.

SEIZED AND TAKEN into execution of the Carolyn W. Shellenberger.

ALFRED S. PIERCE, ESQUIRE

**No. 6**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**CV-2006-002505**

ALL THOSE CERTAIN messuages or tenements and tracts of land, situate in the Borough of Portland, County of Northampton, and State of Pennsylvania bounded and described as follows, to wit:

Tract No 1: BEGINNING at the intersection of the south curb line of Main Street and east curb line of Jennings Street, both streets being 24 feet wide between curbs; thence along the south curb line of said Main Street North 63 degrees 45 minutes East 200 feet to a point on said curb line; thence along the West side of Lot No. 5, South 27 degrees 16 minutes East 160.4 feet to a point on the north curb line of Reimer Street, which street is 24 feet wide between curbs; thence along the said north curb line of Reimer Street, South 62 degrees 14 minutes West 200

feet to a point on the east curb line of Jennings Street, above mentioned; thence along the east curb line of said Jennings Street, North 27 degrees 16 minutes West 164.0 feet to the place of Beginning; containing Lots Nos. 1 and 3 of lots in "Reimer Heights".

Tract No. 2: BEGINNING at a point on the south (erroneously stated in prior deed as "north") curb line of Reimer Street, said street being 24 feet wide between curbs, and said point being the northeast corner of Lot No. 2, which is other land now or late of Edmund A. Krause, and said point being also North 62 degrees 44 minutes East 100 feet from the intersection of the east curb line of Jennings Street and the south curb line of Reimer Street, both street being 24 feet wide between curbs; thence along the south curb line of said Reimer Street, North 62 degrees 44 minutes East 70 feet to a point on other land now or late of Russell S. Reimer; thence along said other land, South 27 degrees 16 minutes East 304 feet to a point on the north line of Goble Street; thence along the north line of said Goble Street, South 65 degrees 50 minutes West 70.1 West to a point on other land now or late of Edmund A. Krause, which is Lot No. 2; thence along the east side of said other land, North 27 degrees 16 minutes West 300.5 feet to the place of Beginning; containing Lot No. 4A in "Reimer Heights".

Tract No 3: BEGINNING at an iron pin at the intersection of the southerly curb line of Reimer Street and the easterly curb line of Jennings Street, both streets being twenty-four (24) feet wide between curbs; said iron pin being also South 27 degrees 18 minutes East 184 feet from an iron pin at the inter-

section of the easterly curb line of Main Street and the easterly curb line of Jennings Street; thence along the southerly curb line of said Reimer Street North 62 degrees 44 minutes East 100 feet to a corner of Lot No. 4A (erroneously stated as Lot "3" in prior deed; thence along the west side of said lot South 27 degrees 16 minutes East 300.5 feet to a point on the north curb line of Goble Street; thence along said curb line South 65 degrees 50 minutes West 100.1 feet to a point on the easterly curb line of Jennings Street, first above mentioned; thence along said curb line North 27 degrees 16 minutes West 295.6 feet to the place of Beginning, Containing Lot No. 2 in "Reimer Heights".

ALSO KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIERS: MAP: C11 BLOCK: 1 LOT: 4A. MAP: C11 BLOCK: 1 LOT: 4B.

UNDER AND SUBJECT to the condition (which Grantees, for themselves, their heirs and assigns, by accepting delivery of this deed and entering it of record agree to) that grantees, their heirs and assigns, will reserve a strip or border of ground eighteen (18) inches wide, between the south side of the curb and the north side of the sidewalk on Reimer Avenue, for a grass plot, in the event (and only in the event) the municipality requires the property owner to construct sidewalk on the Reimer Avenue side of the property.

BEING KNOWN AS: 401 JENNINGS STREET, PORTLAND, PA 18351.

PROPERTY ID NO.: C11-1-4A C11-1-4B.

TITLE TO SAID PREMISES IS VESTED IN Ronald J. Peck and Sharon A. Peck, his wife by DEED

from Ruth C. Jehu, widow dated 1/11/93 recorded 1/14/93 in Deed Book 885 Page 603.

THEREON BEING ERECTED a bi-level dwelling w/one-car garage, vinyl siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Ronald J. Peck and Sharon A. Peck.

MARK J. UDREN, ESQUIRE

**No. 7**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2006-005620**

All that certain messuage or tenement and tract or piece of land situate in the Township of Bushkill, County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

Beginning at a railroad spike in the middle of Township Road No. 601 leading from Douglasville to Jacobsburg and in the line of land of Loring and Hazel Bonney at the corner of the land of Robert Kostenbader; thence along the land of Loring and Hazel Bonney, South eighty-one (81) degrees fifty-six (56) minutes East three hundred twenty-one and seventy-five one-hundredth (321.75) feet to a point in the middle of the Bushkill Creek and the land of Conrad R. Tripp; thence along said land and the creek South twenty-seven (27) degrees two (2) minutes West nine hundred ninety-one and sixty one-hundredth (991.60) feet, (sixty and one-tenth (60.10 perches) to a tree and the land of Allen Meixell; thence along the land of Allen Meixell; South twenty-four (24) degrees thirty-two (32) minutes West one hundred thirty-three and sixty-five one-hundredth (133.65) feet to a slate corner and the land of Robert Kostenbader; thence along said land, North one (1) degree thirteen

(13) minutes West four hundred thirty and sixty-five one-hundredth (430.65) feet to a stake, and north twenty-one (21) degrees thirteen (13) minutes West four hundred forty-five and fifty one-hundredth (445.50) feet to a spike in the middle of the aforesaid road; thence along the road and the land of Robert Kostenbader, North sixty (60) degrees thirty (30) minutes East four hundred twelve and fifty one-hundredths (412.50) feet to a place of beginning.

TAX PARCEL #: H7-9-2-0406.

PROPERTY ADDRESS: 172 E. DOUGLASVILLE ROAD, NAZARETH, PA 18064.

THEREON BEING ERECTED a ranch style brick dwelling w/attached two-car garage and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Diane H. Zuck.

JOSEPH A. GOLDBECK, JR.,  
ESQUIRE

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**No. 8**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2006-3741**

ALL THAT CERTAIN lot of land situate in the Township of Upper Mount Bethel, County of Northampton, Commonwealth of Pennsylvania, bounded and described in accordance with a survey thereof made by David O. Pritchard, Registered Engineer as follows:

BEGINNING at a point the Northeast corner of a 16 feet wide road leading Northwardly and another 12 feet wide road leading Eastwardly to the Delaware River the said point being 12 feet more or less Northwardly from the line of Asher Berger; thence along the East side of the first mentioned road North 50 1/2

degrees East 60 feet to a point the Southwest corner of Lot 2A; thence along the South side of Lot 2A, South 41 degrees East 140 feet to a point; thence South 50 1/2 degrees West 60 feet to a point the North side of the 12 feet wide road leading to the river; thence North 41 degrees West 140 feet to the place of Beginning.

UNDER AND SUBJECT, nevertheless, to the express condition and restriction that at no time hereafter shall any part of the land hereby conveyed be used for business or commercial purposes, and any building or buildings erected thereon shall be painted and of a permanent character and construction and used for residential purposes only.

GIVING and granting unto the grantees, their heirs and assigns, the right and privilege jointly and in common with the grantors, their heirs and assigns, to the use of a lot of land with a frontage of approximately 128 feet on the Delaware River, and in depth of that approximate width 97 feet, with access thereto over such private ways as shall be laid out for that purpose by the grantors herein, for the purpose of enjoyment of and access to the Delaware River.

BEING the same property conveyed to Linda Stoll, widow from Linda Stoll, widow of Louis J. Baker, sometimes known as Louis J. Baker, Jr., by Deed dated February 26, 2001, and recorded on March 23, 2001, in Book 2001-1, Page 044916, as Instrument No. 2001010745.

TITLE TO SAID PREMISES IS VESTED IN Jan R. Thatcher, by Deed from Linda Stoll, dated 06/30/2005, recorded 07/07/2005, in Deed Book 2005-1, page 252074.

Premises being: 148 ISLAND ROAD, UPPER MOUNT BETHEL TOWNSHIP, PA 18343.

Tax Parcel No. E12-7-13D.

THEREON BEING ERECTED a ranch style dwelling with vinyl siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Jan R. Thatcher.

DANIEL G. SCHMIEG, ESQUIRE

**No. 9**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2004-007699**

ALL THAT CERTAIN lot or parcel of land situate on the west side of Reeve Drive East south of William Penn Highway (L.R. 159) in the Township of Bethlehem, County of Northampton, Commonwealth of Pennsylvania.

BEGINNING at a point on the west right-of-way line of Reeve Drive East (a 50.00 feet wide street) said point being a common corner of lands herein described and Lot 45, Windswept Acres; THENCE along the west right-of-way line of Reeve Drive East, South 1 degree 13 minutes 54 seconds West 80.13 feet to a point a corner in common with Lot 43, Windswept Acres; THENCE along Lot 43, North 88 degrees 46 minutes 06 seconds West 125.00 feet to a point a corner in common with Lot 40 and Lot 39, Windswept Acres; THENCE along Lot 39, North 1 degree 13 minutes 54 seconds East 80.13 feet to a point a corner in line of Lot 37, Windswept Acres; THENCE along Lot 37, and further along Lot 45, South 88 degrees 46 minutes 06 seconds East 125.00 feet to a point being the point and place of beginning.

**RECORD OWNER**

TITLE TO SAID PREMISES IS VESTED IN Joseph A. Williamson by Deed from Robert S. Fogel and Kenneth A. Fogel, Co-Executors of the Estate of Sheldon R. Fogel, deceased, dated 12/28/2001 and recorded 1/9/2000 in Record Book Volume 2002-1 Page 008045.

Premises being: 3297 EAST REEVE DRIVE, BETHLEHEM, PA 18020.

Tax Parcel No. M7SE2-2-2.

BEING KNOWN AS 3297 East Reeve Drive, Bethlehem, Pennsylvania.

THEREON BEING ERECTED a ranch style dwelling w/attached two-car garage, brick and aluminum siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Joseph A. Williamson.

DANIEL G. SCHMIEG, ESQUIRE

**No. 10**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2006-000595**

All that certain message, tenement and eastern half of a double brick dwelling house and lot of ground, known as No. 1036 Butler Street, situate on the south side of Butler Street in the City of Easton aforesaid, bounded and described as follows, to wit:

Beginning at a corner of land now or late of Willibald Kuebler's estate, on the south side of said Butler Street, fifty-four feet six inches (54' 6&acirc;&#8364;?), more or less, from the southwest corner of Butler Street and Warren Street, thence westwardly along the south side of Butler Street a distance of twenty-one (21) feet, more or less, to a point

in the middle line of the partition wall between the property herein described and other property of the Grantor herein, adjoining on the west, thence in a line perpendicular to the south side of Butler Street and through the middle of the said partition wall a distance of one hundred forty feet (140) south to Elm Street, thence eastwardly on the north side of Elm Street, a distance of twenty-one (21) feet, more or less, to a point in the land now or/late of Willibald Kuebler estate. Thence northwardly along said land now or late of Willibald Kuebler estate, a distance of one hundred forty feet (140) to the place of beginning.

Bounded on the north by said Butler Street, on the east by said land now or late of Willibald Kuebler estate, on the south by said Elm Street, and on the west by other land of the Grantor herein.

Parcel ID: L9SE4A-3-17-0310.

Being known as: 1036 Butler Street, Easton, PA 18042.

SEIZED AND TAKEN into execution of the writ as the property of Toni D. Rovi, Administratrix of the Estate of Dominic F. DeBias a/k/a Dominic F. DeBiasi, Deceased, Mortgagor and Real Owner.

TERRENCE J. McCABE,  
ESQUIRE

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**No. 11**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**1999-C-05957**

ALL THAT lot or certain piece of land situate in the Township of Williams, County of Northampton and State of Pennsylvania bounded and described as follows to wit: BEGINNING at a point in the road known as Legislative Route 48102 or Tumble Creek Road and also being

the corner of Lot #2, THENCE in said road South 25 degrees 8 minutes 7 seconds East 300.73 feet to a point. THENCE along Lot #2 the following courses and distances:

1. South 50 degrees 09 minutes 58 seconds West (passing over a point 31.01 feet) 211.93 feet to a point.

2. North 25 degrees 08 minutes West 217.64 feet to a point.

3. North 31 degrees 08 minutes 06 seconds East (passing over a point 186.13 feet) 246.49 feet to the point and place of beginning.

CONTAINING: 1.221 ACRES.  
PARCEL: #N8-16-3D-2.

EXCEPTING THEREOUT THE PORTION DEDICATED FOR PUBLIC USE. CONTAINING: 0.217 ACRES.

TITLE to said premises is vested in Franklin A. Fodero, Jr. by Deed from Franklin A. Fodero, Sr. and Catherine E. Fodero and Franklin A. Fodero, Jr., her husband, dated 6/25/98 and recorded 6/30/98 in Deed Book Volume 1998-1 page 83714.

BEING KNOWN AS 175 Tumblecreek Road, Easton, Pennsylvania.

THEREON BEING ERECTED a cape style dwelling w/attached two-car garage, wood exterior and shingle roof.

SEIZED AND TAKEN into execution as the property of Franklin A. Fodero, Jr.

BRADLEY D. SISLEY, ESQUIRE

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**No. 12**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**CV-2006-004900**

ALL THAT CERTAIN lot or piece of land, with the buildings thereon erected, situate in the City of Bethlehem, County of Northampton,



State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point sixty (60 feet) feet north of the northeast corner of Seventh and Hayes Streets, (formerly Center Street); thence northwardly in and along the eastern line of Hayes Street, (formerly Center Street) a distance of twenty (20 feet) feet to Lot No. 102; thence extending of that same width eastwardly between parallel lines a distance of one hundred forty (140 feet) feet to a twenty (20 feet) feet wide alley.

BEING KNOWN as designated as 659 Hayes Street.

BOUNDED on the North by Lot No. 102; on the South by property now or late of Andrew Sabol; on the East by a twenty (20 feet) feet wide alley and on the West by Hayes Street (formerly Center Street).

SUBJECT to conditions, restrictions, etc. contained in Deed Book Volume A-82 at Page 75.

ALSO KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER: MAP P6SE2D, BLOCK 16, LOT 3.

BEING THE SAME PREMISES WHICH Castle Hill Investment Company granted and conveyed unto Edwin Lewis Kirby, II and Rosemarie Ann Kirby, his wife, by its deed dated July 12, 1990 and recorded July 31, 1990 in Northampton County Deed Book Volume 807, page 244.

PARCEL IDENTIFICATION NO: P6SE2D-16-3.

Premises: 659 Hayes Street, Bethlehem, PA 18015 Bethlehem, Northampton County, Pennsylvania.

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Carol A. Pratt and Sigfredo Diaz and Donna L. Diaz,

as joint tenants with right of survivorship, by Deed from Edwin Lewis Kirby, II and Rosemarie Ann Kirby, husband and wife, dated 06/28/2002, recorded 07/02/2002, in Deed Book 2002-1, page 170811.

THEREON BEING ERECTED a two story single dwelling with siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Carol A. Pratt and Sigfredo Diaz and Donna L. Diaz.

DANIEL G. SCHMIEG, ESQUIRE

**No. 14**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2000-007555**

ALL THAT CERTAIN messuage, tenement and tract or piece of land, Situate in the City of Easton, County of Northampton and State of PA bounded and described as follows, to wit:

BEGINNING at a point on the West side of Iron Street distant 100 feet South of the South line of Wireback Street and corner of land now or late of John Hartley, thence West along said land 80 feet, more or less, to Lot No. 42 on James McKeen's Plan of Lots, thence North along said Lot 15 feet more or less to a point, thence East and through the center of the middle partition wall of a double frame dwelling erected on this lot and the lot adjoining on the North 80 feet more or less to Iron Street, and thence South along the same 15 feet more or less to the place of beginning.

BOUNDED on the North by premises late of Asher L. Sterner on the East by Iron Street on the South by premises now or late of John Hartley, and on the West by Lot No. 42 on James McKeen's Plan of Lots.

TITLE TO SAID PREMISES IS VESTED IN Steven A. Gruber and Amy Gruber, his wife by Deed from Franklin Vinson, Jr., and Joyce Vinson, his wife, dated 06/05/1997, recorded 06/09/1997, in Volume 1997-1 Page 58531.

Premises being: 533 IRON STREET, EASTON, PA 18042.

Tax Parcel No. M9NE 1A-10-5.

THEREON BEING ERECTED a two and one-half story one-half of a double dwelling with aluminum siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Steven Gruber and Amy Gruber.

DANIEL G. SCHMIEG, ESQUIRE

**No. 15**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2006-005229**

ALL THAT CERTAIN message or tenement and lot or piece of land situate in the Township of Upper Nazareth, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows to wit:

BEGINNING at a stake on the northerly side of State Highway No. 45 and the corner of Lot No. 5, of the land of Frank Reichel; THENCE along the land of Frank Reichel, North (6) degrees forty nine (49) minutes East one hundred fifty three and eighty four one hundredths (153.84) feet to an iron pin and the southerly side of a thirty three (33) feet wide private road, the property of the Penn Dixie Corporation; THENCE along the southerly side of private road, South sixty-eight (68) degrees five (05) minutes East one hundred three and fifty-six one hundredths (103.56) feet to the corner of Lot No. 8, which is about to be con-

veyed to Frank L. Stampf, Jr.; THENCE along the line of Lot No. 8, South six (6) degrees forty nine (49) minutes West one hundred twenty-six and ninety two one hundredths (126.92) feet to a stake on the northerly side of Pennsylvania State Highway No. 45, a forty (40) feet wide street, leading from Nazareth to Bath; THENCE along the northerly side of said highway, North eight three (83) degrees eleven (11) minutes West one hundred (100.00) feet to the place of beginning.

ADDRESS: 2828 BATH PIKE; NAZARETH, PA 180649008.

PARCEL IDENTIFICATION NO: K7NW2-1-6.

**RECORD OWNER**

TITLE TO SAID PREMISES IS VESTED IN Jacqueline A. McCoobery, an unmarried woman, by Deed from Jacqueline A. McCoobery, f/k/a and Jacqueline A. Bryan, an unmarried woman, dated 7-25-05, recorded 9-8-05, in Deed Book 2005-1, Page 347208.

**PRIOR DEED INFORMATION**

TITLE TO SAID PREMISES IS VESTED IN Jacqueline A. Bryan, by Deed from Theodore Bryan and Jacqueline A. Bryan, husband and wife, dated 4-25-03, recorded 8-14-03, in Deed Book 2003-1, Page 330460.

PREMISES BEING: 2828 BATH PIKE, NAZARETH, PA 18064.

TAX PARCEL NO. K7NW2-1-6.

THEREON BEING ERECTED a ranch style dwelling w/attached one-car garage, vinyl siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Jacqueline A. McCoobery a/k/a Jackie A. Bryan a/k/a Jackie A. Baun a/k/a Jacqueline A. Baun.

DANIEL G. SCHMIEG, ESQUIRE

**No. 16  
BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2006-004865**

ALL THAT CERTAIN lot or piece of ground, with the hereditaments and appurtenances thereon erected, SITUATE on the south side of Butler Street, in the City of Easton, County of Northampton, Pennsylvania,

CONTAINING 20 feet in front on Butler Street, and extending of that width southwardly 140 feet to Elm Street, now known as No. 1114 Butler Street.

BOUNDED on the North by Butler Street, on the east by property formerly of John H. Levers, on the south by said Elm Street and on the west by property now or late of Louis Loux.

PARCEL NO. L9SE4A, Block 3, Lot 3.

BEING the same premises which Kurt S. and Sandra L. Hazel, by Indenture bearing the date of November 26, 1997 duly recorded in the office of the Recorder of Deeds for Northampton County, Commonwealth of Pennsylvania, in Deed Book 1997-1, page 132690, granted and conveyed unto Joseph J. and Carol J. Esposito, in fee.

Being Parcel # L9SE4A-3-3-0310.

**RECORD OWNER**

TITLE TO SAID PREMISES IS VESTED IN The Joseph J. and Carol J. Esposito Trust by Deed from Joseph J. Esposito and Carol J. Esposito, dated 12-21-99, recorded 3-21-00, in Deed Book 2000-1, page 31717.

Premises being: 1114 BUTLER STREET EASTON, PA 18042.

Tax Parcel No. L9SE4A-3-3-0310.

THEREON BEING ERECTED a three story brick row dwelling with flat roof.

SEIZED AND TAKEN into execution of the writ as the property of Joseph J. and Carol J. Esposito Trust, Joseph J. Esposito and Carol J. Esposito.

DANIEL G. SCHMIEG, ESQUIRE

**No. 17  
BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2006-004980**

All that certain piece, parcel or lot of land situate in the Borough of Roseto, County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

Beginning at an old iron pin, a corner of land now or late of Joseph Pullo, on line of land now or formerly of Faust DePaolo; thence along the east side of said Joseph Pullo and partly along the east side of other land now or late of Michael Pullo and Grace Pullo, his wife, North one degree 45 minutes West 70.0 feet to an iron pin; thence along the south side of other land now or late of Michael Pullo and Grace Pullo, his wife, North 88 degrees East 84.20 feet to an iron pin on the west side of Maple Street; thence along the west side of Maple Street, South one degrees 45 minutes East 70.0 feet to an iron pin; thence along the north side of Lot No. 25, which was now or late of Faust DePaolo, South 88 degrees West 84.90 feet to the place of beginning. Containing the easterly one-half of Lot No. 26, and a small part of Lot No. 27, according to a map of lots made by J.H. Silfies, Surveyor for Amelia Shuman and Charles Shuman.

Parcel ID: D9SE1 BLOCK -3- LOT 6-0128.

Being known as: 402 Maple Street, Roseto, PA 18013.

THEREON BEING ERECTED a ranch style brick dwelling w/attached one-car garage and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Peter R. Farensbach and Cassie Farensbach.

TERRENCE J. McCABE,  
ESQUIRE

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**No. 18**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**CV-2006-005276**

ALL THAT CERTAIN piece or tract of land situate in the Township of Bushkill, County of Northampton, Commonwealth of Pennsylvania, known as Lot No. 32 on Clearfield Manor Estates, which plan is recorded in Plan Book 44, Page 10, being more particularly bounded and described as follows, to wit:

BEGINNING at an iron pin along the easterly right-of-way line of Saddle Drive, a 50 foot wide street, and being the northwest corner of Lot No. 33 of Clearfield Manor Estates, henceforth to be known as the Subdivision, THENCE along the easterly right-of-way line of Saddle Drive, North 03 degrees, 00 minutes, 00 seconds East, 150.71 feet to a concrete monument, the southwest corner of Lot No. 31 of the Subdivision; THENCE along the lands of Lot No. 31, North 90 degrees, 00 minutes, 00 seconds East, 290.13 feet to an iron pin along the lands of Herman Peterson; THENCE along the lands of Herman Peterson and others, South 00 degrees, 00 minutes, 00 seconds East, 150.50 feet to an iron pin, the northeast corner of Lot No. 33 of the Subdivi-

sion; THENCE along the lands of Lot No. 33, South 90 degrees, 00 minutes, 00 seconds West, 298.10 feet to an iron pin set, the place of beginning.

CONTAINING 44,295.190 SQUARE FEET OR 1.0160 ACRES.

ALSO KNOWN AS THE NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER: MAP: G7 BLOCK: 6 LOT: 2D.

BEING KNOWN AS: 1212 SADDLE DRIVE, (BUSHKILL TOWNSHIP), NAZARETH, PA 18064.

PROPERTY ID NO.: G7-6-2D.

TITLE TO SAID PREMISES IS VESTED IN Gail A. Schellhammer, single by Deed from Edward J. Schellhammer and Gail A. Schellhammer, formerly husband and wife dated 4/10/1998 recorded 4/14/1998 in Deed Book 1998-1 Page 44940.

THEREON BEING ERECTED a ranch style dwelling w/attached one-car garage, brick and vinyl siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Gail A. Schellhammer.

MARK J. UDREN, ESQUIRE

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**No. 19**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**CV-2006-005036**

ALL that certain message and tenement, tract, piece of land situate in the Second Ward of the Borough of Bangor, County of Northampton and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of land of the Evangelical Cemetery and Land of Charles N. Miller Estate; thence along the said Charles N. Miller Estate, North nineteen de-

grees East two hundred and eight feet, more or less, to a point in the Southwest side of East High Street; thence along the southwest side of said East High Street, South fifty-two and a quarter degrees East ninety-nine and one-half feet, more or less, to the corner of a twelve feet wide alley; thence along the north side of said alley, South thirty-seven and three-quarter degrees West one hundred and thirty feet to the corner of a ten feet wide alley; thence along the southwest side of said last mentioned alley, South fifty-two and a quarter degrees East seventy-five feet, more or less, to a point on land of the said Evangelical Cemetery Company or Association; thence along said land, North seventy-eight and three-quarter degrees West one hundred and twenty-five feet, more or less, to the place of beginning. CONTAINING the said described premises, being marked and designated No. 8 upon a certain plan or draft of lots of and made for Jacob F. Speer by E.G. Wire, Civil Engineer, A.D. 1886.

BEING known as 30 EAST HIGH STREET, BANGOR, PA 18013.

PARCEL #E9NE2D-15-3.

BEING THE SAME PREMISES which Mary V. Grace and Robert D. Grace, husband and wife, by Deed dated August 15, 1999 and recorded August 26, 1999 in the Office of the Recorder of Deeds in and for Northampton County in Deed Book Volume 1999-1, Page 130764, granted and conveyed unto Mary V. Grace. Mary V. Grace a/k/a Mary Viola Grace departed this life on September 1, 1999. On May 15, 2006 Certificate of Grant of Letters of Administration to Charles A.J. Halpin, III, were granted.

THEREON BEING ERECTED a two story single brick dwelling with shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Charles A. J. Halpin, III, Esquire, Administrator of the Estate of Mary V. Grace a/k/a Mary Viola Grace, deceased.

GREGORY JAVARDIAN, ESQUIRE

**No. 20**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2006-004035**

ALL THAT CERTAIN lot or piece of land with the improvements situate on the North side of Berwick Street, between Lehigh and Iron Streets, in the City of Easton, South Side; bounded and described as follows, to wit: On the North by a twenty feet wide public alley, and extending along the same Eastwardly twenty feet to land now or late of Samuel Folkenson, deceased, thence along the same South one hundred forty feet to Berwick Street aforesaid, thence along the same Westwardly twenty feet to property now or late of Frank A. Frederick, thence along the same Northwardly one hundred and forty feet to the place of beginning.

BEING known as 831 WEST BERWICK STREET, EASTON, PA 18042.

PARCEL #M9NE1A-4-11.

BEING THE SAME PREMISES which Jay R. Herb, Widower, by Indenture dated January 16, 1984 and recorded January 17, 1984 in the Office of the Recorder of Deeds in and for Northampton County in Deed Book Volume 660, Page 156, granted and conveyed unto Catherine M. Nolf and Thomas R. Nolf, her husband.

THEREON BEING ERECTED a two story one-half of a double dwelling with siding exterior.

SEIZED AND TAKEN into execution of the writ as the property of Thomas R. Nolf a/k/a Thomas Richard Nolf and Catherine M. Nolf a/k/a Catherine Nolf.

GREGORY JAVARDIAN, ESQUIRE

**No. 22**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2006-005476**

ALL THAT CERTAIN message or tenement and one-half of a double frame house with lot or ground, situate on the East side of Washington Avenue, between 23rd Street, in the First Ward of the Borough of Northampton, County of Northampton and Commonwealth of Pennsylvania, bounded on the North by Lot No. 29, property now or late of Herbert E. and Estella I. Koons; on the East by a sixteen (16) feet wide alley; on the South by other property now or late of Lloyd W. and Lizzie S. Koons, about to be conveyed by Harold L. Morey and Bearice M. Morey husband and wife and on the West by Washington Avenue, known as No. 2337 Washington Avenue.

CONTAINING in front on Washington Avenue, twenty (20) feet and extending Eastward of that width at right angles to Washington Avenue, a depth of one hundred twenty (120) feet to the aforesaid sixteen (16) feet wide alley.

BEING one-half of Lot No. 30 on plan of Town Lots laid out of the lands of John Silfies by Charles D. Weirbach, C.E.

THE Southern boundary line passing in part through the middle of a party wall.

BEING Premises: 2337 Washington Avenue, Northampton, Pa. 18064.

TITLE TO SAID PREMISES IS VESTED IN Keith C. Merkel, by Deed from Alphonso Jackson, Secretary of Housing and Urban Development of Washington, D.C., dated 05/31/2005, recorded 07/13/2005, in Deed Book 2005-1, page 261227.

Premises being: 2337 WASHINGTON AVENUE, NORTHAMPTON, PA 18067.

BEING Parcel No. L4SW1B-9-5-0522.

THEREON BEING ERECTED a two story one-half of a double dwelling with vinyl siding exterior and slate roof; detached one-car garage.

SEIZED AND TAKEN into execution of the writ as the property of Keith C. Merkel.

DANIEL G. SCHMIEG, ESQUIRE

**No. 23**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2006-004282**

ALL THAT CERTAIN message and tenement, lot or piece of land situate on the west side of Center Street (now known as Hayes Street) in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania, consisting of two adjoining tracts of land, bounded and described as follows, to wit:

TRACT NO. 1

BEGINNING at a point in the dividing line of lot shown as 123 and 125 Center Street (now Hayes Street) as shown on the plan of Borough of South Bethlehem (now City of Bethlehem) thence extending southwardly on said Hayes Street a distance of forty (40) feet, thence extending of that width westwardly on said Hayes Street a distance of one hundred and forty (140) feet to

a twenty (20) foot wide alley, said lot or piece of land being known and designated as Nos. 734-735 Hayes Street.

**TRACT NO. 2**

ALL THAT CERTAIN twenty foot wide lot or piece of land, situate on Center Street (now Hayes Street) as aforesaid, bounded and described as follows, to wit:

THE SAME BEING KNOWN AS the northern half of Lot No. one hundred and twenty-seven (127) on the west side of Center Street (now Hayes Street) according to the 'Plan of lots near South Bethlehem, Northampton County, Pennsylvania, H.A. Doster, Trustee, 1887,' containing a frontage of twenty (20) feet on Center Street (now Hayes Street) and of that width extending back westwardly one hundred and forty (140) feet to a twenty (20) foot wide alley.

BEING THE SAME PREMISES WHICH Regina M. Achey, Executrix of the Last Will and Testament of Helen C. Gallucci, by her deed dated August 14, 1990 and recorded August 23, 1990 in the Northampton County Recorder of Deeds Office in Deed Book 809 page 266, did hereby grant and convey unto Regina M. Achey and Thomas E. Gallucci, hereinafter referred to as the GRANTORS.

**RECORD OWNER**

TITLE TO SAID PREMISES IS VESTED IN Wayneson W. Waialae and Patricia A. Clement-Waialae, husband and wife and Michael Clement and Patricia G. Clement, husband and wife, as Tenants by Entireties with the Rights of Survivorship, by Deed from Regina M. Achey and Thomas E. Gallucci, as Tenants in Common, dated 12-5-92, recorded 12-29-92 in Deed Book 884, page 74.

NOTE: This Deed encumbers two tracts of land: Tract No. 1 referenced as 734-735 Hayes Street; both tracts a/k/a 736 Hayes Street, Bethlehem, PA 18015.

**PRIOR DEED INFORMATION**

TITLE TO SAID PREMISES IS VESTED IN Regina M. Achey and Thomas E. Gallucci, by Deed from Regina M. Achey, Executrix of the Last Will and Testament of Helen C. Gallucci, dated 8-14-90, recorded 8-23-90 in Deed Book 809, page 266.

Premises being: 736 HAYES STREET, BETHLEHEM, PA 18015-361.

Tax Parcel No. P6SE3A-4-1.

THEREON BEING ERECTED a two and one-half story single dwelling with shingle siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Wyaneson W. Waialae, Patricia A. Clement-Waialae, and Patricia G. Clement.

**DANIEL G. SCHMIEG, ESQUIRE**

**No. 24**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2005-007729**

TRACT No. 1: ALL THAT CERTAIN lot or piece of land with the two and one-half story brick mesuage or tenement thereon erected, situate on the North side of Spring Garden Street in the City of Easton, County of Northampton and State of Pennsylvania, being known as No. 1235 Spring Garden Street, bounded and described as follows, to wit: Beginning at a point on the North building line of Spring Garden Street, said point being 276.60 feet from the Northwest corner of Spring Garden and Twelfth Streets, said distance being measured West-

wardly along the North building line of Spring Garden Street, thence along the North building line of said Spring Garden Street in a Westwardly direction 15.79 feet to a point, thence Northwardly at right angles to said Spring Garden Street 80 feet to a point, thence parallel to said Spring Garden Street Eastwardly 15.79 feet to a point, thence Southwardly 80 feet to a point, the place of beginning. The last mentioned line passes through the center of a four foot wide alleyway.

BOUNDED on the East by No. 1233 Spring Garden Street, property now or late of Daniel E. Steckel, et al., on the North by lands now or late of Walter H. Mengel, on the West by No. 1237 Spring Garden Street and on the South by said Spring Garden Street.

TRACT NO. 2: ALL THAT lot or piece of ground located North of property No. 1235 Spring Garden Street in the Eighth Ward of the City of Easton, County and State aforesaid, bounded and described as follows, to wit: Beginning at a point in a continuation of the dividing line of properties No. 1233 and No. 1235 Spring Garden Street, the said point being distant 80 feet North of the North building line of Spring Garden Street and 276.64 feet West of the West building line of North Twelfth Street, thence extending Westwardly along the North line of No. 1235 Spring Garden Street for a distance of 16 feet and extending of that same width in depth between parallel lines at right angles to a private alley, 42.35 feet more or less. Bounded on the North by said private alley, on the East by property now or late of Paul R. Smith and Helen M. Smith, his wife, on the West by property of Harry G. &

Mayme W. Decker and on the South by Tract No. 1 hereof.

BEING THE SAME PREMISES which Clarence Weber, III and Terry L. Weber, husband and wife, by Deed dated December 3, 2003, and recorded in the Office of the Recorder of Deeds, in and for Northampton County, Pennsylvania, in Record Book Volume 2003-1, page 503303, did grant and convey unto Charles E. Holmes, Sr., his heirs and assigns, Grantor herein.

ASSESSMENT MAP, BLOCK AND LOT NUMBER: L9SW2B-5-5.

SEIZED AND TAKEN into execution of the writ as the property of Charles E. Holmes, Sr. and Anna M. Holmes.

DANIEL G. SCHMIEG, ESQUIRE

**No. 25**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2002-007072**

ALL that certain message, tenement and lot or piece of land situate on the South side of Lehigh Street, in Wilson Township (now the Borough of Wilson) County of Northampton, Commonwealth of Pennsylvania, described as follows:

BEGINNING in the South line of Lehigh Street at the distance of two hundred and sixty-two feet West of the Southwest corner of said Lehigh and Fifteenth Streets; thence extending along the South side of said Lehigh Street eighteen feet to a point to land now or late of Edwin Balliet; and thence extending of that same width land Southwardly one hundred seven feet six inches, more or less, to a ten foot wide private alley. Bounded on the North by Lehigh Street, on the East by land now or late of Anna M. Everhart, on the South by said ten foot wide private alley and on the West by land now or late of said Balliet.



SUBJECT, however, to the joint use of a two foot ten inch wide alleyway between this and the house adjoining on the West, open at the height of the first story and running South forty feet, each of the two adjoining lots contributing one foot five inches for said alleyway, and the said grantees herein, their heirs and assignees, are to have ingress, egress and regress of said alley in common at all times and all seasons hereafter.

HAVING erected thereon a dwelling known as 1530 Lehigh Street, Easton, PA 18042.

PARCEL NO. L9SW2C-20-7.

BEING the same premises which Robert M. Hueber and Louis R. Bonos, Jr., by deed dated 06/11/1999 and recorded 06/16/1999 in the Recorder's Office of Northampton County, Pennsylvania, Deed Book Volume 1999, page 1-88558, Conveyed and granted unto Krishna J. Morales.

THEREON BEING ERECTED a two story row dwelling with vinyl siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Krishna J. Morales.

LOUIS P. VITTI, ESQUIRE

**No. 26  
BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2005-006040**

ALL THAT CERTAIN message tenement and lot or piece of ground situate in the Borough of Freemansburg, County of Northampton and Commonwealth of Pennsylvania, known as 148 Madison Street, according or present borough numbering, bounded and described as follows, to wit:

BEGINNING at a point in line of lot now or late of John F. Rathgeber and Madison Street; THENCE west-

wardly along said Madison Street a front of fifty-seven (57) feet to New Street, and of that same width extending southwardly between said New Street and Lot of John Rathgeber to Cedar Alley.

BOUNDED on the north by Madison Street, on the west by New Street, on the south by Cedar Alley and on the east by lot now or late of John Rathgeber.

TAX PARCEL #N7SW3C-021-001.

BEING KNOWN AS: 148 MADISON STREET, FREEMANSBURG, PA 18017.

PROPERTY ID NO.: N7SW3C-21-1.

TITLE TO SAID PREMISES IS VESTED IN Allen W. Ulrich and Susan M. Reddinger, as joint tenants with the right of survivorship by Deed from Susan Y. Wertman dated 4/17/02 recorded 4/18/02 in Deed Book 2002-1 Page 99797.

THEREON BEING ERECTED a two story single dwelling with aluminum siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Allen W. Ulrich and Susan M. Reddinger.

MARK J. UDREN, ESQUIRE

**No. 28  
BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2006-005277**

ALL THOSE CERTAIN lots or pieces of ground, with the improvements thereon erected, known as 839 Tolstoy Street, situate in the Borough of Freemansburg, Northampton County, Pennsylvania, known and designated as Lots 145, 146 and 147 Tolstoy Street according to map entitled "Clearfield Ter-

race Building Lots, plan showing extensions by Charles A. and Harry O. Jones, July 17, 1915, L.J. H. Grossart, C.E.", which said map is duly recorded in the Office for the Recording of Deeds in and for Northampton County aforesaid in Map Book 6, Page 21.

PARCEL NUMBER N7SW4C-3-11.

PROPERTY IS BEING SOLD SUBJECT TO A FIRST MORTGAGE.

BEING KNOWN AS: 839 TOLSTOY STREET, FREEMANSBURG, PA 18017.

PROPERTY ID NO.: N7SW4C-3-11.

TITLE TO SAID PREMISES IS VESTED IN Michael F. Martin and Denise H. Martin, husband and wife by Deed from Frank Martin, widower dated 4/16/1999 recorded 4/23/1999 in Deed Book 1999-1 Page 57563.

THEREON BEING ERECTED a ranch style brick dwelling w/attached one-car garage and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Michael F. Martin, and Denise M. Martin.

MARK J. UDREN, ESQUIRE

**No. 29**

**BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2006-005711**

ALL THAT CERTAIN tract, mesuage, lot or piece of land lying and being in the Borough of Bangor, County of Northampton and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the West side of South Main Street and

Lot No. 6, as per J.J. Scheffler's Map of Plan of Lots as surveyed on July, 1907; thence along the North side of said Lot No. 6 South 86 1/4 degrees West 120 feet to the East side of a 16 foot wide alley; thence along the East side of said alley North 3 3/4 degrees West 17.5 feet to a point; thence Eastwardly along land to be conveyed to Herman Edwards and through the center of a partition wall of a double dwelling of which this conveyance is the South side or house No. 680, a distance of 120 feet to a point in the West side of the aforesaid South Main Street; thence along the West side of said South Main Street South 3 3/4 degrees East 17.25 feet to the place of Beginning.

BEING part of Lot No. 5 of the aforesaid Map or Plan of Lots.

TITLE TO SAID PREMISES IS VESTED IN Howard E. Ostrander, Jr., by Deed from Doris E. Brodt and Darwin E. Brodt, dated 05/30/2003, recorded 06/24/2003, in Deed Book 2003-1, page 234084.

Premises being: 680 SOUTH MAIN STREET, BANGOR, PA 18013.

Tax Parcel No. E9NE3D-5-6.

THEREON BEING ERECTED a two story one-half of a double dwelling with shingle siding exterior and slate roof.

SEIZED AND TAKEN into execution of the writ as the property of Howard E. Ostrander, Jr.

DANIEL G. SCHMIEG, ESQUIRE

**No. 31**

**BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2001-004241**

ALL THOSE CERTAIN Lots or pieces of land Situate in the Township of Plainfield, County of Northampton, and State of Pennsylvania,

being all of Lot Nos. 128, 129, 130, 131, 132, 133 and the Western 3.66 feet of 134 and the Eastern 20 feet of 127 on Plan of Mt. View Development, dated March 4, 1957, recorded in Plan Book 13 at page 52, bounded and described as follows, to wit:

BEGINNING at a point on the South side of Elm Street, said point being North 85 degrees 47 minutes 20 seconds East 330 feet from the Southeast corner of Ann and Elm Streets; thence along the South side of Elm Street North 85 degrees 47 minutes 20 seconds East 173.66 feet; thence through Lot No. 134 South 4 degrees 12 minutes 40 seconds East 98.70 feet; thence South 85 degrees 47 minutes 20 seconds West 173.66 feet; thence through Lot No. 127 North 4 degrees 12 minutes 40 seconds West 98.70 feet to the place of Beginning.

ALSO KNOWN AS Northampton County Uniform Parcel Identifier: MAP: G8 Block: 15 Lot: 21-5.

TITLE TO SAID PREMISES IS VESTED IN Thomas K. Densler Sr., married by Deed from Patricia L. Sanders, single dated 1/27/94, recorded 2/3/94, in Volume 1994-3, Page 4039.

BEING KNOWN AS 548 Norman Street, Nazareth, Pennsylvania.

THEREON BEING ERECTED a ranch style dwelling with aluminum siding exterior and shingle roof.

SEIZED AND TAKEN into execution of the writ as the property of Thomas K. Densler, Sr.

DANIEL G. SCHMIEG, ESQUIRE

**No. 32**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2005-002947**

ALL THAT CERTAIN tract or piece of land situated in the Township of Upper Mount Bethel, County

of Northampton and State of Pennsylvania bounded and described as follows, to wit:

BEGINNING at a corner in the middle of the Public Road leading from Johnsonville to Bangor; thence along line of lands of Josiah LaBar and John K. Miller North fifty-seven degrees West 387.75 feet to a stake; thence along line of lands of Peter Kressler North seventy-five and a half degrees East 297.0 feet to a stone; thence by same North sixty-six and three-quarters degrees East 246.125 feet to a stone; thence by same South twenty-one and a half degrees East 486.75 feet to a corner in the middle of the aforesaid public road; thence South eighty and a half degrees West 66.0 feet to a stone; thence along line of lands of Jacob Weidman, and along said road, North eighty-four degrees West 105.6 feet to a stone; thence North seventy-four and one-fourth degrees West 214.5 feet to the place of beginning. Containing 3.08 acres.

BEING KNOWN AS: RD #1, BOX 1329 A/K/A 2128 RIDGE ROAD, BANGOR (UPPER MOUNT BETHEL TOWNSHIP), PA 18013.

PROPERTY ID NO.: C10-17-25.

TITLE TO SAID PREMISES IS VESTED IN Harold M. Gay, Jr. by deed from Martha Jean Gately, now by marriage, Martha G. Duxbury, and James W. Duxbury, her husband dated 2/23/83 recorded 2/24/83 in Deed Book 646 Page 1017.

THEREON BEING ERECTED a two story single dwelling with aluminum siding exterior and slate roof.

SEIZED AND TAKEN into execution of the writ as the property of Harold M. Gay, Jr. and United States of America.

MARK J. UDREN, ESQUIRE

**No. 34**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**CV-2006-005719**

PARCEL NO. 1:

ALL THAT CERTAIN tract, piece or parcel of land situate in the Borough of Roseto, County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pipe on the northerly curb line of Poplar Street, said iron pipe being the westerly corner of land to be conveyed by the Borough of Roseto to Lewis L. Donatelli and Joanne C. Donatelli, his wife; thence along the northerly curb line of said Poplar Street, North 48 degrees 24 minutes 00 seconds West 24.97 feet to a point, said point being the terminus of the southerly curb line of Shawnee Street; thence along the southerly curb line of said Shawnee Street, North 33 degrees 46 minutes 00 seconds East 15.84 feet to the westerly corner of other land of Nicholas P. Romano; thence along said other land of Nicholas P. Romano, South 53 degrees 25 minutes 06 seconds East, 35.63 feet to the northerly corner of land now or formerly owned by Lewis L. Donatelli and Joanne C. Donatelli, his wife, first above mentioned; thence along the northerly side of said land to be conveyed, South 65 degrees 36 minutes 21 seconds West 20.57 feet to the place of BEGINNING.

The Borough of Roseto reserves the right of ingress and access to the storm sewer drainage pipe which runs through the length of this tract for the purpose of maintenance and repairs. Any disturbance to the improvements which the grantee may have made upon this tract shall be

restored in kind by the Roseto Borough. The grantor shall not construct any permanent structure over the said drainage system which may hinder future access and service.

PARCEL NO. 2:

ALL THAT CERTAIN messuage, tract, piece or parcel of land situate in the Borough of Roseto, County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake, corner of other land of the grantor hereof, of which this was a part; thence along said grantor's land in a westerly direction one hundred eight and twenty-five one hundredths feet to a stake and land owned or leased by the Lehigh and New England Railroad Company; thence along said Railroad Company's land in a northwesterly direction eighty-nine feet to a stake; thence along land of Margherita Romano, North sixty-seven degrees thirty minutes East twenty and thirty-five one-hundredths feet to a stake in a southern direction five feet to a stake; thence along land now or formerly of Margherita Romano North sixty-seven degrees and thirty minutes East on hundred and thirty-five feet to a stake; thence along Garibaldi Street, South twenty-two Degrees East Seventy feet to the place of BEGINNING.

CONTAINING the above described premises.

PARCEL NO. 3:

ALL THAT CERTAIN messuage, lot, tract, piece or parcel of land situated in the Borough of Roseto, in the County of Northampton and State of Pennsylvania, bounded and described as per draft or plan made of the premises as follows, to wit:

BEGINNING at a corner of land of O. Castellucci, on the west of

Garibaldi Street, thence along said Garibaldi Street northerly direction thirty-five feet to land of Anthony Sabatino, thence along said Sabatino's land westerly direction one hundred thirty-five feet to Anthony Sabatino land, thence along said Sabatino's land on the southerly direction thirty-five feet to a corner of O. Castellucci, thence along said Castellucci's land southerly direction, one hundred thirty-five feet to the place of BEGINNING.

CONTAINING Lot No. One.

EXCEPTING THEREFROM, ALL THAT CERTAIN messuage, tract, piece or parcel of land situate in the Borough of Roseto, County of Northampton in the State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the west curb line of Garibaldi Avenue, said point being at the northeast corner of land of the Jehovah's Witnesses Society; thence along said land South sixty-eight degrees, eight minutes, West one hundred fourteen and three-tenths feet (114.3 feet) to a point on the easterly line of the right-of-way of the Lehigh and New England Railway Company; thence along the said line of the right-of-way North fifty-four degrees (54 degrees) thirty minutes (30 minutes) West fifty-five feet (55 feet) to an iron stake at the southwest corner of other land of the Grantors herein; thence along grantors other land North sixty-four degrees, thirty-nine minutes East one hundred forty-three and five-tenths feet to a point on the west curb line of Garibaldi Avenue, which point is the southeast corner of the other land of the Grantors herein; thence along the said Curb line South twenty-two degrees thirty-six minutes East fifty-five feet to the place of BEGINNING.

BEING THE SAME PREMISES which Anthony P. Romano and Millie Romano, his wife, by their Deed dated June 30, 1993 and recorded in the Office of the Recorder of Deeds in and for Northampton County, Easton, Pennsylvania in Deed Book Volume 901 Page 585, granted and conveyed unto Marcel Gruter and Arlene A. Gruter, his wife, GRANTORS HEREIN.

PARCEL IDENTIFICATION NO: D9SE1A-15-3.

Premises: 516 Garibaldi Avenue, Roseto, PA 18013, Roseto Borough, Northampton County, Pennsylvania.

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Leo A. Gardner and Cheryl D. Gardner, his wife, by Deed from Marcel Gruter and Arlene A. Gruter, his wife, dated 02/25/1994, recorded 03/01/1994, in Deed Book 1994-3, page 6998.

THEREON BEING ERECTED a two story single brick dwelling with slate roof.

SEIZED AND TAKEN into execution of the writ as the property of Leo A. Gardner and Cheryl D. Gardner a/k/a Cheryl D. Hustrulid.

DANIEL G. SCHMIEG, ESQUIRE

**No. 36**

**BY VIRTUE OF A CERTAIN**

**WRIT OF EXECUTION**

**CV-2006-004864**

ALL THAT CERTAIN lot or piece of ground situate in City of Bethlehem, Northampton County, Pennsylvania, bounded and described according to a survey, made by David W. Dotter, Professional Engineer, dated May 1, 1963 and recorded in and for the County of Northampton at Bethlehem, Pa., bearing Parcel No. P6NE1A-3-21A, as amended by an As-Built Survey made by Kissene-Leddy Associates,

Inc., C.E., dated 4/12/79, as follows, to wit:

BEGINNING at a point, an iron fence post, in the northerly street line of West Goepf Street being distance four hundred thirty (430) feet from the easterly street line of North Main Street; thence along the northerly street line of West Goepf Street north eighty-two degrees thirty minutes west (82 degrees 30 minutes W) twenty-nine and forty hundredths (29.40) feet to a point in said street line; thence through the center of a party wall of No. 50 and No. 52 West Goepf Street and along land of the grantor herein north seven degrees thirty minutes east (N 7 degrees 30 minutes E) ninety-eight and seventy-five hundredths (98.75) feet to an iron pipe in line of land now or late of Roy A.F. Gambler, Jr.; thence along land now or late of Lester J. Remaly, running along the base of a concrete wall South eighty-two degrees thirty minutes East (S. 82 degrees 30 minutes E) twenty-nine and forty hundredths (29.40) feet to an iron pipe in line of land now or late of Fred Ronca; thence along same South seven degrees thirty minute west (S 7 degrees 30 minutes) ninety-eight and seventy-five hundredths (98.75) feet to an iron fence post, the place of beginning.

BEING known as 50 West Goepf Street.

PARCEL # P6NE1A-3-21A.

BEING the same premises which Jeffery K. Hawbecker, Sheriff of County of Northampton, Commonwealth of Pennsylvania, by Deed dated May 3, 2005 and recorded May 10, 2005 in the Northampton County Recorder of Deeds, Book 2005-1 Page 172985, conveyed unto, Nelson Vargas, in fee.

PARCEL IDENTIFICATION NO: P6NE1A-3-21A.

Premises: 50 West Goepf Street, Bethlehem, PA 18018 Northampton County Pennsylvania.

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Robert John Smith, a single man, by Deed from Nelson Vargas, a single man, dated 08/08/2005, recorded 08/30/2005, in Deed Book 2005-1, page 332505.

THEREON BEING ERECTED a two story one-half of a double dwelling with aluminum siding exterior and slate roof.

SEIZED AND TAKEN into execution of the writ as the property of Robert John Smith a/k/a Robert D. Smith.

DANIEL G. SCHMIEG, ESQUIRE

**No. 37**

**BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2005-009419**

All that certain messuage or tenement and tracts or piece of land situate in the Township of Plainfield, in the Village of Belfast, County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

Beginning at a corner on the West side of the state concrete highway leading from Easton to Wind Gap, and in line of land of Walter Kresge; thence West along the same a distance of two hundred eighteen (218) feet to a corner and land of the said Walter Kresge; thence South along the same a distance of thirty-five (35) feet to a corner in line of Lot No. 2; thence East along the same a distance of two hundred eighteen (218) feet to a corner on the West side of the Easton and Wind Gap Road; thence North a distance of thirty-five (35) feet to the place of beginning.

Tax Parcel Id No. H8NW3-4-10.

Having erected thereon a dwelling known as 5839 Sullivan Trail, Nazareth, PA 18064.

Being the same premises which Mark A. Stempien and Donna Stempien by their deed dates 5/7/04 and recorded 5/11/04 in the Recorder of Deeds Office of Northampton County, Pennsylvania, in instrument number 2004-1-178152 granted and conveyed unto Jeffrey S. Groller

THEREON BEING ERECTED a two story one-half of a double dwelling with aluminum siding exterior and shingle/slate roof.

SEIZED AND TAKEN into execution of the writ as the property of Jeffrey S. Groller.

LOUIS P. VITTI, ESQUIRE

**No. 39**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**CV-2006-005465**

All those certain messuages, tenements, and lots of land and premises, situate, lying and being in the Borough of North Catasauqua, County of Northampton and State of Pennsylvania, designated and described as follows, to wit:

Being Lots Numbers one (1) and Twenty-eight (28) in Block Number One (1) as designated and laid out on the plot or map of The Lackawanna Land Company, situate in the Borough of Catasauqua, formerly part of the Township of Allen, County of Northampton and State of Pennsylvania, known as the "Fuller Farm", which said plot or map is of record in the office for the Recording of Deeds, in and for the said County of Northampton, in Map Book No. 2, page 142.

Lot No. 1 being thirty-three feet on front upon Third Street as shown by said recorded map and one hun-

dred eighty (180) feet in depth to a public alley twenty (20) feet wide.

Lot No. 28 being bounded and described as follows: Beginning at a point on the northeasterly side of Church Court three hundred ninety-three (393) feet northwest from Cypress Street; thence in a northeasterly direction parallel to Cypress Street, along the line of Lot No. Twenty-seven (27) in said block to a point at the intersection of Grove Street; thence along the line of Grove Street in a westerly direction to a point on the street on which the electric railway runs; thence in a southwesterly direction along the line of said last mentioned street to a point on said Church Court; thence along the line of said Church Court in a southeasterly direction thirty-three (33) feet to the place of beginning. All of which is as shown by said recording map.

Known as 1343 North Third Street, North Catasauqua, Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Judith A. Peterson by Deed from David F. Smith, Sr. dated 7/06/90 and recorded 07/10/90 in Book 805 Page 531.

TAX PARCEL NO: M4SE4A-8-18-0923.

THEREON BEING ERECTED a stucco bungalow.

SEIZED AND TAKEN into execution of the writ as the property of Judith A. Peterson.

JOSEPH A. GOLDBECK, JR.,  
ESQUIRE

**No. 42**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**CV-2006-005187**

ALL THAT CERTAIN dwelling house and lot, situate on the west side of an alley, Third Ward, Bor-

ough of Northampton, Pennsylvania, 957 WASHINGTON AVENUE, Rear, bounded and described, as follows, to wit:

BEGINNING at a stone set for a corner on the west side of an alley in line of Henrietta Miller's lot, thence said point along the west side of said alley a distance of forty (40) feet, more or less, to a point in line of land now or late Stephen Gratzl, thence westward along the last mentioned land a distance of forty (40) feet, more or less, to a stone in line of lands of a party designated as the first party in the legal description contained in Deed Book Volume 563, page 131, thence from said point northward a distance of forty (40) feet, more or less, to a stone in line of Henrietta Miller's lot, thence from said point eastward along the last mentioned lot a distance of forty (40) feet, more or less, to the point or place of beginning, containing 1,600 square feet, more or less.

The description set forth above was rewritten to remove ambiguity as to persons designated as party of the first part. The premises conveyed herein are also described in Deed Book Volume 563, page 131, as follows:

ALL THAT CERTAIN dwelling house and lot, situate on the west side of an alley, Third Ward, Borough of Northampton, Pennsylvania, 957 WASHINGTON AVENUE, Rear, bounded and described, as follows, to wit:

BEGINNING at a stone set for a corner on the west side of an alley in line of Henrietta Miller's lot, thence from said point along the west side of said alley a distance of forty (40) feet, more or less, to a point in line of land of Stephen Gratzl, about to be conveyed to the

first party, thence, westward along the last mentioned land a distance of forty (40) feet more or less, to a stone in line of other lands of the first party, thence from said point northward a distance of forty (40) feet, more or less, to a stone in line of Henrietta Miller's lot, thence from said point eastward along the last mentioned lot a distance of forty (40) feet, more or less, to the point or place of beginning, containing 1,600 square feet, more or less.

TAX PARCEL NO. M4NW2C-BLOCK 4-LOT 23.

HAVING THEREON ERECTED A DWELLING KNOWN AS 957 1/2 WASHINGTON AVENUE NORTHAMPTON, PENNSYLVANIA 18067.

BEING THE SAME PREMISES WHICH James A. Kurtz and Michele E. Kurtz by deed dated 6/17/94 and recorded 6/20/94 in Northampton County Deed Book 1994-6 Page 040708 granted and conveyed unto Angel L. Acevedo.

THEREON BEING ERECTED a two and one-half story single dwelling with siding exterior.

SEIZED AND TAKEN into execution of the writ as the property of Angel L. Acevedo.

LEON P. HALLER, ESQUIRE

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**No. 43**  
**BY VIRTUE OF A CERTAIN**  
**WRIT OF EXECUTION**  
**CV-2006-4668**

ALL THAT CERTAIN message or tenement and piece or parcel of land situate in the Township of Plainfield, in the County of Northampton, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone, thence along land of Samuel Bruch North thirty-one and a half degrees West five perches to a stone; thence along



land of Charles Miller South fifty degrees West thirteen perches to a stone; thence along land of Adam Hingelman, South thirty-one and a half degrees East seven perches and four-tenths to a stone; thence along land of H.L. Davis and Company North thirty-nine and three quarters degrees East thirteen perches and five-tenths to the place of beginning.

CONTAINING eighty perches strict measure.

ASSESSMENT MAP, BLOCK AND LOT NUMBER: E8SE1-4-2.

BEING KNOWN AS 960 Glass Street, Pen Argyl, Pennsylvania.

THEREON BEING ERECTED a two story single dwelling with vinyl and asbestos tile exterior and shingle roof.

SEIZED AND TAKEN in execution of the writ of execution of the writ as the property of Heidi Labar.

PINA S. WERTZBERGER,  
ESQUIRE

**No. 44  
BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV- 2006-001855**

All that certain lot, piece or parcel of land situate in Lower Mt. Bethel Township, Northampton County, Pennsylvania, being known as Lot Number 10 of the Witchwood Hills Subdivision as follows to wit:

Beginning at an iron pin in line of land now or formerly of Linda Frisble, et. Al., said pin marking the westernmost corner of Lot Number 11 of Witchwood Hills Subdivision; thence along said Lot Number 11, South 69 degrees 30 minutes 05 seconds East 224.35 feet to an iron pin in the right of way line of the 60.00 feet radius cul-de-sac which terminates Ryan Road, on a curve

to the left, having a radius of 60.00 feet a central angle of 65 degrees 48 minutes 12 seconds a length of 68.91 feet, and a chord bearing and distance of South 12 degrees 24 minutes 11 seconds East 65.18 feet to an iron pin; thence along Lot Number 9 South 44 degrees 41 minutes 43 seconds West 150.090 feet to an iron pin; thence along same South 34 degrees 51 minutes 00 seconds West 353.67 feet to an iron pin in line of Lot Number 3; thence along said Lot Number 3, North 8 degrees 42 minutes 57 seconds West 108.51 feet to an iron pin in line of land now or formerly of Gary Smith; thence along land now or formerly of said Gary Smith North 44 degrees 10 minutes 00 seconds West 225.00 feet to an iron pin; thence along land now or formerly of the aforementioned Linda Frisble, et. Al., North 43 degrees 49 minutes 57 seconds East 501.91 feet, to the place of beginning.

ASSESSMENT MAP, BLOCK AND LOT NUMBER: F10-5-31.

BEING KNOWN AS 3125 Ryan Road, Bangor, Pennsylvania.

THEREON BEING ERECTED a two story single dwelling w/attached two-car garage, vinyl siding exterior and shingle roof.

SEIZED AND TAKEN in execution of the writ of execution of the writ as the property of Adrian Hemus.

PINA S. WERTZBERGER,  
ESQUIRE

**No. 47  
BY VIRTUE OF A CERTAIN  
WRIT OF EXECUTION  
CV-2001-005814**

ALL THAT CERTAIN message or tenement and lot or piece of land situate on the public highway lead-

ing from Bethlehem to Nazareth, in the Township of Lower Nazareth, County of Northampton and State of Pennsylvania, known on plan of draft of "Fairview Terrace", recorded at Easton, Pa., in Map Book 8, Page 43, as Lot No. 3, bounded and described, as follows, to wit:

BEGINNING at a corner of a twenty (20 feet) feet wide street and Lot No. 2, THENCE in an easterly direction along said Lot No. 2 one hundred fifty (150 feet) feet to a sixteen (16 feet) feet wide street or alley, THENCE in a northerly direction along said sixteen (16 feet) feet wide street or alley to Lot No. 4, THENCE in a westerly direction along Lot No. 4 one hundred fifty (150 feet) feet to a twenty (20 feet) feet wide street, THENCE in a southerly direction along said twenty (20 feet) feet wide street forty (40 feet) feet to Lot No. 2, the place of beginning.

BEING KNOWN AS 510 NAZARETH PIKE, NAZARETH, PA 18064.

PROPERTY ID NO.: K7SE4-3-2.

TITLE OF SAID PREMISES IS VESTED IN Ralph G. Daney and Elizabeth C. Daney, husband and wife, by Deed from Samuel H. Krock, Jr., Executor of the Last Will and Testament of Amdaline M. Krock, deceased, dated 05/14/1973, recorded 05/14/1973, in Deed Book 458, Page 41.

THEREON BEING ERECTED a one story single dwelling with aluminum siding exterior and shingle roof; detached two-car garage.

SEIZED AND TAKEN into execution of the writ as the property of Ralph G. Daney and Elizabeth C. Daney.

MARK J. UDREN, ESQUIRE

**No. 48**

**BY VIRTUE OF A CERTAIN WRIT OF EXECUTION  
CV-2006-006833**

ALL THAT CERTAIN lot or piece of ground situate in the Borough of North Catasauqua, County of Northampton and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BOUNDED on the North by Wyandotte Street, on the East by Howertown Road, on the South by other property now or formerly of William D. Rinker and Patricia F. Rinker and on the West by a fifteen foot wide alley known as Limestone Alley.

HAVING a frontage on Howerstown Road of Ninety (90) feet and extending in depth of equal width One Hundred Seventy-three (173) feet from the house line of said Howertown Road to said Limestone Alley.

BEING known as 1248 Howerstown Road.

ASSESSMENT MAP, BLOCK, AND LOT NUMBER: M4SE1B-11-1.

THEREON BEING ERECTED a one and one-half story single concrete block dwelling.

SEIZED AND TAKEN into execution of the writ as the property of Wendy M. Retzler and William D. Duch.

RICHARD M. SQUIRE, ESQUIRE

**No. 49**

**BY VIRTUE OF A CERTAIN WRIT OF EXECUTION  
CV-2006-000351**

ALL THAT ONE-THIRD INTEREST IN

ALL THAT CERTAIN lot or piece of ground situate, lying and being in the Borough of Hellertown, in the County of Northampton, in the Commonwealth of Pennsylvania, consist-

ing of and being designated as Lot No. 7, Block No. 12 on the map entitles "Rentzheimer Farm Development, Section C, Mountainview-Property of Bethlehem Steel Company-Located in Borough of Hellertown, Northampton County, Pa." dated Nov. 6, 1947, Rec. April 13, 1948, which is filed in the Office for the Recording of Deeds etc., in and for said County of Northampton in Map Book Volume 12, page 9.

BEING KNOWN AS NO. 138 CEDAR ROAD, HELLERTOWN, PA.

BEING the same premises which Gary Petras, Executor of the Estate of Michael F. Petras, Sr., by his deed recorded in the Office of the Recorder of Deeds of Northampton County, Pennsylvania, conveyed unto Eileen M. Petras, single, this same date.

KNOWN AS TAX IDENTIFIER NUMBER Q7SE4A 7 15.

THEREON BEING ERECTED a cape style dwelling with siding exterior.

SEIZED AND TAKEN into execution of the writ as the property of Eileen Petras.

DAVID M. BACKENSTOE,  
ESQUIRE

A Schedule of Distribution will be filed by the Sheriff thirty days from the date of the sale and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten days from the date of filing the Schedule of Distribution.

JEFFREY K. HAWBECKER  
Sheriff  
Northampton County,  
Pennsylvania

CHRISTOPHER T. SPADONI  
ESQUIRE

Solicitor to the Sheriff

Nov. 16, 23, 30

**DECEMBER 2006 COURT CALENDAR**

MON	TUE	WED	THU	FRI
				1 Misc. Hearings
4 Juvenile Status	5 Argument Naturalization 1:30 p.m.	6 DRS ARD/ Summaries	7 Juvenile DRS	8 Misc. Hearings
11 Juvenile Criminal	12 Criminal	13 Criminal	14 Juvenile Arraignment Criminal	15 Misc. Hearings
18 Juvenile Status	19 Civil Pretrials	20 Misc. Hearings	21 Juvenile	22 Christmas Eve (Observed)
25 Christmas Day	26 Juvenile	27 Misc. Hearings O.C. Audit	28 Juvenile Arraignment	29

**IN THE COURT OF COMMON PLEAS OF  
NORTHAMPTON COUNTY, PENNSYLVANIA  
ORPHANS' COURT DIVISION  
IN RE: ADMINISTRATIVE ORDER 2006-14—FEE  
SCHEDULES, REGISTER OF WILLS AND  
ORPHANS' COURT  
ORDER OF COURT**

AND NOW, this 14th day of November, 2006, it is hereby ordered that the current schedule of fees charged by the Register of Wills and Clerk of the Orphans' Court shall continue until December 31, 2006. Effective January 1, 2007, the attached schedule of fees for the Register of Wills and Clerk of the Orphans' Court shall take effect.

A copy of this administrative order and the schedule of fees shall be published in the *Northampton County Reporter*:

Administrative Order 1999-9 is hereby vacated effective December 31, 2006.

BY THE COURT,  
/s/Robert A. Freedberg  
ROBERT A. FREEDBERG, P.J.

**REGISTER OF WILLS FEE SCHEDULE**

EFFECTIVE JANUARY 2, 2007

**PROBATE FEES**

**NOTE: PROBATE FEES ARE BASED ON THE GROSS VALUE OF THE ESTATE MINUS JOINTLY HELD ASSETS AND TRANSFERS. NO LETTERS WILL BE ISSUED UNTIL FEES ARE PAID IN FULL.**

**LETTERS OF ADMINISTRATION/LETTERS****TESTAMENTARY**

Value of Estate		Probate Fee
Under	\$ 5,000.00	\$ 15.00
\$ 5,001.00	25,000.00	30.00
25,001.00	50,000.00	50.00
50,001.00	75,000.00	75.00
75,001.00	100,000.00	100.00
100,001.00	150,000.00	120.00
150,001.00	250,000.00	150.00
250,001.00	350,000.00	250.00
350,001.00	450,000.00	350.00
450,001.00	550,000.00	450.00
550,001.00	650,000.00	550.00
650,001.00	750,000.00	650.00
750,001.00	850,000.00	750.00
850,001.00	950,000.00	850.00
950,001.00	1,000,000.00	950.00
<i>Each additional \$1,000,000.00</i>	<b>ADD</b>	400.00

**MISCELLANEOUS LETTERS 40.00****DBNCTA, DBN, Ancillary, Pendente Lite, Durante****Minoritate, Durante Absentia***(County Fee \$38.00, Cty. Records Impro. Fee \$2.00)***Plus add all applicable fees****LETTERS OF ADMINISTRATION (Cause for****Action Only) 40.00***(County Fee \$38.00, County Records Impro. Fee \$2.00)***Plus add all applicable fees**

<b>RENUNCIATIONS</b> (Must be notarized)	5.00
<b><i>Important Notice: AN ADDITIONAL PROBATE FEE MAY BE ASSESSED ONCE THE APPRAISEMENT IS RECEIVED FROM THE DEPARTMENT OF REVENUE. A STATEMENT WILL BE MAILED.</i></b>	
<b>AFFIDAVIT OF DEATH</b>	10.00
<b>BOND</b> (Personal or Secured)	10.00
<b>CAVEATS</b>	
Answer to Caveat	20.00
Bond for Caveat (Refundable if no hearing is scheduled. An additional fee will be assessed if hearing fees exceed \$1,000.00)	1,000.00
File Caveat & Bond	50.00
Informal Caveat	25.00
Register of Wills Hearing	100.00
Reschedule Hearing	50.00
<b>CERTIFIED COPIES</b>	
Certified Copy of Will, First Page	10.00
Each Additional Page	1.00
Certification to Will or others papers (Copies presented)	5.00
<b>CLOSING LETTER</b>	10.00
<b>(REVENUE CERTIFICATE)</b>	
<b>EXEMPLIFIED COPY OF WILL OR OTHER RECORDS</b>	25.00
Received from outside source	
<b>EXEMPLIFIED COPY OF WILL OR OTHER RECORDS</b>	40.00
Prepared by our office	
<b>FEDERAL 706</b>	10.00
<b>INHERITANCE TAX RETURN</b>	15.00
<b>(Fee added at time of probate—one original &amp; one copy must be filed) (County Fee \$13.00, County Records Improvement Fee \$2.00)</b>	
<b>INHERITANCE TAX CERTIFICATION</b>	10.00
<b>(Received from outside source)</b>	
<b>INHERITANCE TAX CERTIFICATION</b>	20.00
<b>(Prepared by our office)</b>	

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<b>INVENTORY &amp; VALUATION</b>	10.00
<b>(Fee added at time of probate—</b> one original filed)	
<b>JCP FEE</b> (Judicial Computer Filing Fee)	10.00
<i>Add to each 1st filings for petitions for letters</i>	
<b>PHOTOCOPIES</b> (Each page)	.50
<b>If request is received by mail,</b> <b>add research fee</b>	5.00
<b>RETURNED CHECK FEE</b>	25.00
<b>RECORD WILL</b>	
<b>(To put on file only, no probate)</b>	40.00
<b>SHORT CERTIFICATE</b>	5.00



**ORPHANS' COURT FEE SCHEDULE**

EFFECTIVE JANUARY 1, 2007

**ALL FILING FEES MUST BE PAID IN FULL BEFORE CASES CAN BE PRESENTED TO COURT****ACCOUNTS FOR AUDIT:**

(FORMAL ACCOUNTING)

To determine the cost of filing a formal account, please add the account fee, the advertising fee, and the schedule of distribution fee.

**Account Fee**

The following fees are based on the gross value of the estate:

\$25,000.00 or less	\$35.00
\$25,001.00 to \$100,000.00	50.00
Over \$100,001.00	65.00

**Advertising the Account** 85.00

**Schedule of Distribution** 35.00

**Certification to distribution** (Copy presented) 5.00

**Certification to distribution**

(Copy prepared by our office) First Page 10.00

Each additional page 1.00

**ADOPTIONS:**

**Adoption Petition** 60.00

(Includes certification to New Castle for new birth certificate & one Certificate of Adoption) When the final decree is signed, you must have the form for the birth certificate, a check for the new birth certificate and the certificate of adoption form completed

*(County Fee \$50.00, JCP Fee \$10.00)*

**Adoption certificate** 5.00

**Foreign adoption** 45.00

(To record foreign adoption in PA, certified copy of birth certificate & copies of the original adoption papers with translated copies of the adoption papers must be filed along with a request for birth certificate form, a check for the new birth certificate, certificate of adoption form, and statement of citizenship and residency. *This fee includes one adoption certificate.*)

<b>Consent for Adoption</b>	40.00
<b>AFFIDAVIT OF MINOR'S COMPROMISE</b>	20.00
<b>ANNUAL OR BI-ANNUAL REPORT</b>	20.00
<b>APPEAL TO SUPREME OR SUPERIOR COURT</b> ( <i>County Fee</i> )	75.00
<b>CHECK PAYABLE TO SUPERIOR OR SUPREME COURT</b> ( <i>A check payable to the Supreme or Superior Court must accompany the Appeal</i> )	60.00
<b>BIRTH CERTIFICATE</b> , Including Search of Record.	10.00
<b>CERTIFICATION OF ANY PAPER</b> (Copy Supplied)	5.00
<b>CERTIFICATION OF ANY PAPER</b> (Copy made by our office) First Page	10.00
Each Additional Page	1.00
<b>CITATIONS:</b>	
Cit., Pet. & Order, includes one certified copy of the citation and proof of service ( <i>County Fee \$40.00, County Records Improvement Fee \$2.00</i> )	42.00
Each additional citation to be certified	5.00
<b>Add JCP Fee if applicable</b>	10.00
<b>CLAIM: Filing &amp; Indexing</b>	10.00
Satisfying claim in docket	5.00
<b>COUNSELING FEE</b>	75.00
<b>DEATH CERTIFICATE</b> , Including Search of Record	10.00
<b>DISCLAIMER</b>	10.00
<b>ELECTION TO TAKE UNDER OR AGAINST WILL</b>	10.00
<b>EXEMPLIFICATION OF RECORD</b> ( <i>County \$38.00, County Improvement Fee \$2.00</i> )	40.00
<b>EXCEPTIONS</b>	10.00
<b>FAMILY SETTLEMENTS &amp; AGREEMENTS</b>	
Releases or Discharges attached ( <i>County Fee \$43.00, County Rec. Improvement Fee \$2.00, OC</i> )	45.00

<b>GUARDIAN INVENTORY</b>	10.00
<b>GUARDIAN CERTIFICATE</b>	5.00
<b>INFORMAL ACCOUNTS</b>	
Releases or Discharges attached (County Fee \$43.00, County Records Improvement Fee \$2.00, OC)	45.00
<b>JCP FEE</b> (Judicial Computer Filing Fee)	10.00
(Add to each petition for first filings in petitions for adoptions, minors, alleged incapacitated persons and inter vivos trust)	
<b>MARRIAGE CERTIFICATE</b>	
(Including search of record)	10.00
<b>MARRIAGE LICENSE</b> Includes one certified copy	50.00
(County Fee \$27.00, County Rec. Improvement Fee \$2.50, State Fee \$20.50)	
<b>OBJECTIONS</b>	10.00
<b>PETITIONS</b> (Whatever Nature):	
Order & first page of petition	32.00
Each additional page, not counting exhibits or affidavits	1.00
(County Fee \$30.00, County Records Improvement Fee \$2.00)	
<b>PHOTOCOPIES</b> , Each Page	.50
(If request received by mail, add research fee)	5.00
<b>PLACEMENT REPORT</b> (Counseling Fee)	75.00
<b>POWER OF ATTORNEY</b>	20.00
<b>RELEASES, RECEIPTS &amp; SATISFACTION OF AWARDS</b>	15.00
<b>RETURNED CHECK FEE</b>	25.00
<b>RELINQUISHMENTS</b>	
(Includes one certified copy of the decree)	50.00
<b>RULE, PETITION &amp; ORDER</b> (County Fee \$35.00, Cty. Records Impr. Fee \$2.00)	37.00
<b>SUBPOENA</b>	5.00
<b>TERMINATIONS</b> (Includes one certified copy of the decree)	50.00
<b>TRUSTEE'S INVENTORY</b>	10.00

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA  
NOTICE**

The Judicial Conference of the United States has authorized the replacement of one full-time United States Magistrate Judge position for the Eastern District of Pennsylvania at Philadelphia. The appointee may also be required to preside at court sessions to be held at Reading and Lancaster.

The duties of the position are demanding and wide-ranging, and will include: (1) conduct of most preliminary proceedings in criminal cases; (2) trial and disposition of misdemeanor cases; (3) conduct of various pretrial matters and evidentiary proceedings on delegation from the judges of the District Court; and (4) trial and disposition of civil cases upon consent of the litigants. The basic authority of the United States Magistrate Judge is specified in 28 U.S.C. §636.

To be qualified for appointment an applicant must:

(1) Be, and have been for at least five years, a member in good standing of the bar of the highest court of a state, the District of Columbia, the Commonwealth of Puerto Rico, the Territory of Guam, the Commonwealth of the Northern Mariana Islands, or the Virgin Islands of the United States, and have been engaged in the active practice of law for a period of at least five years;

(2) Be competent to perform all the duties of the office; be of good moral character; be emotionally stable and mature; be committed to equal justice under the law; be in good health; be patient and courteous; and be capable of deliberation and decisiveness;

(3) Be less than seventy years old; and

(4) Not be related to a judge of the district court.

A Merit Selection Panel composed of attorneys and other members of the community will review all applicants and recommend to the judges of the district court

in confidence, at least five, but not more than fifteen persons whom it considers best qualified. The court will make the appointment, following an FBI full-field investigation and IRS tax check of the applicant selected by the court for appointment. An affirmative effort will be made to give due consideration to all qualified applicants, including women and members of minority groups. The current annual salary of the position is \$151,984.00. The term of office is 8 years.

Application forms and more information on the magistrate judge position in this court may be obtained from the District Court website at [www.paed.uscourts.gov](http://www.paed.uscourts.gov) or by contacting the Clerk of the District Court at (267) 299-7089. Applications must be submitted **only** by potential nominees **personally** and must be received **no later than** close of business on January 31, 2007.

Submit completed applications to:

Michael E. Kunz  
Clerk of Court  
2609 U.S. Courthouse  
601 Market Street  
Philadelphia, PA 19106

**ATTN: Human Resources Department  
Magistrate Judge Application**

All applications will be kept confidential, unless the applicant consents to disclosure, and all applications will be examined only by members of the Merit Selection Panel and the judges of the district court. The panel's deliberations will remain confidential.

Harvey Bartle III  
Chief Judge

Nov. 30

## LEGAL OFFICES AVAILABLE

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**EASTON RADIOLOGY ASSOCIATES, P.C. v. EASTON HOSPITAL****JOSEPH CRETELLA, M.D., DAVID OSTFELD, M.D., and  
CHRISTOPHER CHAPMAN, M.D. v. EASTON HOSPITAL****EASTON RADIOLOGY ASSOCIATES, P.C., JOSEPH CRETELLA,  
M.D., DAVID OSTFELD, M.D., and CHRISTOPHER CHAPMAN,  
M.D. v. VALLEY PREFERRED***Motions for Summary Judgment.*

Before the court are two motions for summary judgment, which each contain multiple parts. The two motions for summary judgment arise from three separate civil actions. Plaintiff Easton Radiology Associates, P.C. ("ERA"), a Pennsylvania professional corporation providing various radiology services in the Easton area filed an action against Easton Hospital docketed to C-48-CV-2000-3086. Plaintiffs Joseph Cretella, M.D., David Ostfeld, M.D., and Christopher Chapman, M.D. ("ERA Doctors"), licensed radiologists and employees of ERA filed a separate action against Easton Hospital docketed to C-48-CV-2001-4817. ERA and the ERA Doctors filed a third action, naming Valley Preferred as a defendant which is docketed to C-48-CV-2001-4818.

The factual history arose in part from ERA and Easton Hospital entering into a written agreement in 1990 concerning a contemplated new out-patient facility ("1990 Agreement"). Under the 1990 Agreement, ERA promised to close the Northampton Street Facility and move professional operations to a new facility at 2690 Kingston Road in Easton ("Kingston Facility") which was to be built, equipped, owned and managed by Easton Hospital. The 1990 Agreement expressly provided that the Kingston Facility was to be staffed exclusively by ERA physicians. In consideration for this exclusivity, ERA agreed that no ERA physician would provide radiology services at any other facility in the surrounding five counties until seven years after the opening of the Kingston Facility, and thus the Northampton Street Facility was closed. In late 1994, representatives of Easton Hospital discussed with representatives of a different radiology group the possibility of Easton Hospital participating in a new out-patient radiology facility at Northwood Medical Arts Center ("Northwood Facility"), located four-tenths of a mile from the Kingston Facility. In 1995, ERA filed an equity action to enjoin Easton Hospital from participating without ERA in any out-patient facility in the five surrounding county area delineated in the 1990 Agreement. The preliminary injunction sought by ERA was denied and the court found "no reasonable interpretation of the 1990 Agreement which suggests that the parties mutually intended that the Hospital would not participate in any out-patient radiology facility without ERA" and that ERA "failed to establish a clear right to relief based on an implied covenant of good faith and fair dealing" and the Northwood Facility opened near Kingston Facility. In 1996, Easton Hospital refused to permit ERA to install a spiral CT scanner at the Kingston Facility. ERA filed a declaratory judgment action against Easton Hospital seeking a declaration of ERA's right to install the spiral CT scanner under the terms of the 1990 Agreement. Before judicial disposition of any kind, ERA stipulated to dismiss the declaratory judgment action with prejudice.

In 1997 Valley Preferred entered into a Network Hospital Agreement with Easton Hospital. At approximately the same time, Valley Preferred entered into Network Physician Agreements with each of the ERA Doctors, which gave the doctors status as participating physicians in the Valley Preferred network of healthcare providers. Valley Preferred contends that the Network Physician Agreements only allow individual ERA Doctors to be reimbursed for the professional component of radiology services. ERA and ERA Doctors assert that the Network Physician Agreements allow

the individual ERA Doctors to be reimbursed for both the professional component and the technical component of radiology services. When ERA communicated to Valley Preferred specific request that ERA be reimbursed for both the professional and technical components of radiology services provided at the Ferry Street Facility, Valley Preferred rejected ERA's request on the basis that Valley Preferred's determination that its current network of radiology providers was sufficient to meet the needs of local Valley Preferred member patients. In May of 1998, Easton Hospital solicited bids from different radiology groups for the right to provide exclusive radiology services at Easton Radiology Hospital. ERA submitted a bid that was not successful. In 1999, when ERA Doctors applied for reappointment to the medical staff at Easton Hospital, their applications were denied.

The first action in which defendant, Easton Hospital seeks summary judgment involves ERA's Second Amended Complaint that contains several claims. Easton Hospital seeks summary judgment as to Count I of the Second Amended Complaint, which sets forth ERA's claim that Easton Hospital breached the 1990 Agreement when Easton Hospital opened the Northwood Facility with a different radiology group four-tenths of a mile from ERA's Kingston Facility. First, Easton Hospital contends that this claim is barred by the doctrines of collateral estoppel and/or *res judicata*. The court found that ERA's claim is not barred by collateral estoppel or *res judicata* because the court's prior decision denying the preliminary injunction analyzed ERA's claim under the standard for a preliminary injunction that requires a plaintiff to establish a "clear right to relief." See *Commonwealth v. Danny's Bookstore*, 155 Pa. Commonwealth Ct. 281, 625 A.2d 119 (1993). Moreover, our appellate courts have expressed a reluctance to give preclusive effect to issues decided in proceedings seeking a preliminary injunction because those proceedings do not produce a final judgment on the merits of the claim. See *Santoro v. Morse*, 781 A.2d 1220 (Pa. Super. 2001); *In Re Appeal of Little Britain*, 651 A.2d 606 (Pa. Commw. 1994).

Next, Easton Hospital contends that the claim for breach of the 1990 Agreement simply fails on its utter lack of legal merit. The court found that summary judgment is proper on Count I of ERA's Second Amended Complaint. The court found that the 1990 Agreement does not explicitly state that Easton Hospital may or may not participate in an out-patient facility without ERA. The court found that during negotiations on the 1990 Agreement Easton Hospital expressly rejected ERA's request for a non-competition clause which would have prevented Easton Hospital from participating with any other non-ERA out-patient facility. The implied covenant of good faith is not a device for engrafting onto a contract that which was discussed and rejected by one of the parties during negotiations; without allegations of fraud, mistake, over-reaching or the like, "it is not the function of the court to redraft a contract to be more favorable to a given party than the agreement which that party chose to enter." *PBS Coals, Inc. v. Burnham Coal Co.*, 384 Pa. Super. 323, 558 A.2d 562 (1989).

Easton Hospital seeks summary judgment as to Count II of the Second Amended Complaint which sets forth ERA's claim that Easton Hospital breached the 1990 Agreement when Easton Hospital refused to permit ERA to place a spiral CT scanner at ERA Kingston Facility. Easton Hospital submits that this claim for breach of the 1990 Agreement is barred by the doctrines of collateral estoppel and/or *res judicata*. Absent an identity of "the thing sued upon or for", there can be no bar by *res judicata*. See *J.S. v. Bethlehem Area School District*, 794 A.2d 936 (Pa. Commw. 2002). Absent an identity of issues, there can be no bar by collateral estoppel. See *J.S.*, supra. Given the lack of identity in the thing sued upon or for and the lack of identity in the issues, the court decided not to bar the current claim for damages on either *res judicata* or collateral estoppel grounds. Moreover, the court found it clear from the face of the stipulation of dismissal that it applied only to claims and counterclaims raised in the declaratory judgment action. The court denied the motion for summary judgment as to Count II of the Second Amended Complaint.



Easton Hospital seeks summary judgment as to Count IV of the Second Amended Complaint which sets forth ERA's claim that Easton Hospital induced Valley Preferred to deny ERA any reimbursement for the technical component of radiology services ERA provided at the Ferry Street Facility in an effort to put ERA out of business as a competitor to Easton Hospital by tortiously interfering with ERA's contract with Valley Preferred and by tortiously interfering with ERA's contractual and prospective contractual relations with Valley Preferred member patients. Recovery for intentional interference with existing or prospective contractual relations requires a plaintiff to prove: (1) the existence of a contractual or prospective contractual relationship between plaintiff and a third party; (2) the purpose or intent to harm the plaintiff by preventing the relationship from occurring; (3) the absence of privilege or justification on the part of the defendant; and (4) actual damage. See *Strickland v. University of Scranton*, 700 A.2d 979 (Pa. Super. 1997). Pennsylvania law requires a plaintiff to show that the defendant interfered with a third party and did not simply take action directed toward the plaintiff. See *Adler, Barish, Daniels, Levin v. Epstein*, 482 Pa. 416, 393 A.2d 1175 (1978). The court noted that part of the evidence that ERA cites in support of the claim that Easton Hospital induced Valley Preferred consists of the allegedly shifting and dubious reasons Valley Preferred supplied as explanation for Valley Preferred's action against ERA. The court denied the motion for summary judgment as to Count IV of the Second Amended Complaint.

Easton Hospital seeks summary judgment as to Count V of the Second Amended Complaint, which sets forth ERA's claim that Easton Hospital tortiously conspired with Valley Preferred to deny ERA any reimbursement of the technical component of radiology services ERA performed at the Ferry Street Facility so as to put ERA out of business as a competitor to Easton Hospital. ERA contends, here again, that the surrounding circumstances when pieced together paint a picture of Easton Hospital conspiring with Valley Preferred to put ERA out of business as a competitor to Easton Hospital. The court denied the motion for summary judgment as it relates to the conspiracy claim contained in Count V of the Second Amended Complaint.

Easton Hospital seeks summary judgment with regard to all ERA claims for consequential damages such as lost profits, revenues and earnings. Easton Hospital contends that summary judgment is proper as to these claims for damages because this Court entered an Order precluding ERA from presenting any expert testimony, including expert testimony as to damages. Easton Hospital submits that such complex claims for damages simply cannot go forward without an expert. The court declined to enter summary judgment with regard to all ERA claims for damages such as lost profits, revenues and earnings. The court found that the preclusion Order, entered without objection from ERA, does not mandate entry of summary judgment and that ERA may endeavor to prove damages through the testimony of the ERA Doctors.

Easton Hospital seeks summary judgment on ERA's damage claims for deceit and promissory estoppel stemming from the allegedly predetermined or rigged bidding process. Review of the Second Amended Complaint discloses that ERA's claims for deceit and promissory estoppel arising out of the allegedly predetermined or rigged bidding process include only claims for damages in the nature of reliance damages. In light of the foregoing, the court entered summary judgment in favor of Easton Hospital as to any claims for damages for deceit and promissory estoppel other than claims for reliance damages.

Easton Hospital seeks summary judgment as to the entire Complaint filed by the ERA Doctors. The Complaint alleges that Easton Hospital breached the Medical Staff Bylaws and the Bylaws of the Hospital by denying each of the ERA Doctors reappointment to the staff at Easton Hospital for reasons unrelated to patient care or professional qualifications. The court found that it is undisputed that the ERA Doctors were denied reappointment for a reason or reasons other than their professional competence or qualifications. The motion for summary judgment as to the action filed by the ERA Doctors was denied.

Easton Hospital seeks summary judgment with regard to the ERA Doctors' claims for consequential damages such as lost profits, revenues and earnings. Easton Hospital submits that summary judgment is appropriate as to these claims for damages because of this Court's expert testimony preclusion Order. For the reasons set forth at Section V above, the court denied the motion for summary judgment as to damages.

As to the case involving ERA and ERA Doctors against Valley Preferred, Valley Preferred seeks summary judgment as to Count I of the Amended Complaint which sets forth the claim of the ERA Doctors that Valley Preferred breached the Network Physician Agreements by refusing reimbursement for the technical component of radiology services performed by the ERA Doctors at the Ferry Street Facility. Valley Preferred contends that the claims of the ERA Doctors are time-barred by the applicable four-year statute of limitation and that even if the breach of contract claims are not time barred, they fail for lack of evidence. The court declined to find the entire breach of contract claim to be barred by the applicable four-year statute of limitations. The court denied the request for summary judgment on statute of limitations grounds. The court reasoned that they are not inclined to enter summary judgment based upon affidavit evidence of a defendant setting forth that there was no breach. The motion for summary judgment as to Count I of the Amended Complaint must be denied.

Valley Preferred seeks summary judgment as to Count III of the Amended Complaint which contains the claim of both ERA and the ERA Doctors that Valley Preferred's refusal to reimburse for the technical component of radiology services tortiously interfered with existing and prospective contractual relationships with ERA's radiology patients in the Easton community. Pennsylvania law requires a plaintiff to show that defendant interfered with a third party prior to allowing recovery for intentional interference with existing or prospective contractual relations. *See Adler et al. v. Epstein*, supra. The Pennsylvania state courts have adopted Section 766 of the Restatement. *See Adler et al.*, supra. The Pennsylvania state courts have not adopted Sections 766A or 766B(b) which would extend to instances where the interference was directed only toward the plaintiff, rather than a third party. Federal courts have interpreted Pennsylvania law to allow claims for intentional interference with existing or prospective contractual relations only in the event such interference was directed toward a third party. *Allen v. The Washington Hospital*, 34 F. Supp.2d 958 (W.D. Pa. 1999) (stating that Pennsylvania courts would not recognize a claim for intentional interference with existing or prospective contractual relations where the interference was directed toward the plaintiff rather than toward a third party). The court found that the question of whether or not Valley Preferred committed improper act designed to deter patients from seeking treatment from ERA is not so clear and free from doubt as to permit entry of summary judgment.

Valley Preferred seeks summary judgment as to Count II of the Amended Complaint which sets forth the claim of ERA and the ERA Doctors for conspiracy to interfere with existing and prospective contractual relations. The claim here is to the effect that Valley Preferred conspired with Easton Hospital to eliminate ERA as a competitor of Easton Hospital in supplying radiology services and to put ERA out of business. Specifically, the claim suggests that Easton Hospital induced Valley Preferred to deny ERA reimbursement for the technical component so as to render ERA incapable of profitably competing in the market for out-patient radiology services. In order to state a civil action for conspiracy, a plaintiff must prove the following: (1) a combination of two or more persons acting with a common purpose to do an unlawful act or to do a lawful act by unlawful means or for an unlawful purpose; (2) an overt act done in pursuance of the common purpose; and (3) actual legal damage. *McKeeman v. Corestates Bank*, 751 A.2d 655 (Pa. Super. 2000). These elements may be proven circumstantially by subsequent acts of the alleged conspirators, but the evidence must be "full, clear and satisfactory." *Reading Radio, Inc. v. Fink*, 833 A.2d 199 (Pa. Super. 2003). Absent a civil cause of action for a particular act, there can be no cause of action for conspiracy to commit that act. *Pelagatti v. Cohen*, 370 Pa. Super. 422, 536 A.2d

1337 (1987). The court found that there continues to exist genuine issues of material fact and denied the motion for summary judgment as to Count II of the Amended Complaint.

In the Court of Common Pleas of Northampton County, Pennsylvania, Civil Division, No. C-48-CV-2000-3086; C-48-CV-2001-4817 and C-48-CV-2001-4818.

Order of court granting summary judgment for defendant, Easton Hospital as to Count I of the Second Amended Complaint.

Order of court denying summary judgment for defendant, Easton Hospital as to Counts II, IV and V of the Second Amended Complaint.

Order of court denying summary judgment for defendant, Easton Hospital as to damages on the basis of the preclusion Order.

Order of court granting summary judgment for defendant, Easton Hospital as to any claims for damages other than claims for reliance damages with regard to Counts III and VII of the Second Amended Complaint.

Order of court denying motions for summary judgment for defendant, Easton Hospital as to any claims as to Counts I, II, and III of the Complaint filed by the ERA Doctors.

Order of court denying motion for summary judgment for defendant, Easton Hospital as to damages on the basis of the preclusion Order.

Order of court denying motions for summary judgment filed on behalf of defendant, Valley Preferred as to Counts I, II and III of the Amended Complaint.

GILBERT ABRAMSON, ESQUIRE, MICHAEL TOLCOTT, ESQUIRE and STANLEY CHEIKEN, ESQUIRE, for plaintiffs.

KATHLEEN CHANCLER, ESQUIRE and JONATHAN SPRAGUE, ESQUIRE, for defendant, Easton Hospital.

KELLY SMITH, ESQUIRE, for defendant, Valley Preferred.

Order of court entered on June 2, 2005 by FREEDBERG, P.J.

#### *OPINION*

Before the Court are two motions for summary judgment. Each motion, however, contains multiple parts. Moreover, the motions touch upon

three related, but separately filed, civil actions. Defendant Easton Hospital seeks summary judgment in both of the actions naming Easton Hospital as a defendant. Defendant Valley Preferred seeks summary judgment in the one action in which it is named as a defendant. The more than decade long factual history of the disputes at the center of this litigation bears reciting in detail.

### *FACTUAL HISTORY*

Plaintiff Easton Radiology Associates, P.C. (“ERA”) is a Pennsylvania professional corporation providing various radiology services in the Easton area. Plaintiffs Joseph Cretella, M.D., David Ostfeld, M.D., and Christopher Chapman, M.D. (“ERA Doctors”) are each licensed radiologists. The three individual doctors are officers, shareholders and employees of ERA.

Defendant Easton Hospital (“Easton Hospital”) is a private, non-profit hospital. Each of the ERA Doctors once held staff privileges at Easton Hospital. Defendant Valley Preferred (“Valley Preferred”) is a Pennsylvania non-profit corporation in the business of furnishing a network of healthcare providers to serve the local area.

From 1975 until 1991, ERA owned and operated its own out-patient radiology facility at 1101 Northampton Street in Easton (“Northampton Street Facility”). In June of 1987, ERA and Easton Hospital initiated negotiations to open a new out-patient facility for radiology services. On December 24, 1990, ERA and Easton Hospital entered a written agreement concerning the contemplated new out-patient facility (“1990 Agreement”). Under the 1990 Agreement, ERA promised to close the Northampton Street Facility and move professional operations to a new facility at 2690 Kingston Road in Easton (“Kingston Facility”). The Kingston Facility was to be built, equipped, owned and managed by Easton Hospital. The 1990 Agreement expressly provided that the Kingston Facility was to be staffed exclusively by ERA physicians. In consideration for this exclusivity, ERA agreed that no ERA physician would provide radiology services at any other facility in the surrounding five counties until seven years after the opening of the Kingston Facility. As contemplated under the 1990 Agreement, the Northampton Street Facility closed on July 31, 1991, and the Kingston Facility opened on August 5, 1991.

In late 1994, representatives of Easton Hospital met with representatives of a different radiology group, namely the 248 Medical Arts Condominium Association (“248 Association”), to discuss the possibility of Easton Hospital participating in a new out-patient radiology facility at Northwood Medical Arts Center (“Northwood Facility”), a condominium of medical offices located four-tenths of a mile from the Kingston Facility.

In August of 1995, ERA filed an equity action to enjoin Easton Hospital from participating without ERA in any out-patient facility in the five surrounding county area delineated in the 1990 Agreement. The ERA claim was based on alleged violation of an implied covenant of good faith and fair dealing associated with the 1990 Agreement. In essence, ERA sought to

stop Easton Hospital from being involved in the opening of a non-ERA out-patient radiology facility at the Northwood Facility. The preliminary injunction sought by ERA was denied. This Court found “no reasonable interpretation of the 1990 Agreement which suggests that the Hospital and ERA mutually intended that the Hospital would not participate in any out-patient radiology facility without ERA.” Accordingly, this Court found that ERA “failed to establish a clear right to relief based on an implied covenant of good faith and fair dealing.” ERA perfected an appeal to the Superior Court of Pennsylvania from this Court’s denial of the preliminary injunction. Ultimately, ERA discontinued that appeal prior to disposition by the Superior Court. The new Northwood Facility ultimately opened at the contemplated location near the Kingston Facility.

In the summer of 1996, ERA informed Easton Hospital of ERA’s intention to place a spiral CT scanner at the Kingston Facility. Easton Hospital refused to permit installation of the spiral CT scanner, citing the terms of the 1990 Agreement. ERA filed a declaratory judgment action against Easton Hospital seeking a declaration of ERA’s right to install the spiral CT scanner under the terms of the 1990 Agreement. Before judicial disposition of any kind, ERA stipulated to dismiss the declaratory judgment action with prejudice.

In May of 1997, Valley Preferred entered into a Network Hospital Agreement with Easton Hospital. At approximately the same time, Valley Preferred entered into Network Physician Agreements with each of the ERA Doctors. The Network Physician Agreements gave the ERA Doctors status as participating physicians in the Valley Preferred network of healthcare providers.

There is now considerable dispute as to the effect of the Network Physician Agreements. Valley Preferred contends that the Network Physician Agreements only allow the individual ERA Doctors to be reimbursed for the professional component of radiology services, *i.e.*, work performed by the physicians. ERA and the ERA Doctors assert that the Network Physician Agreements allow the individual ERA Doctors to be reimbursed for both the professional component and the technical component of radiology services, *i.e.*, work performed by technical and administrative staff, as well as costs associated with the use of equipment and office space. The professional and technical components together are variously referred to as the total component or the global rate.

In May of 1998, Easton Hospital solicited bids from different radiology groups for the right to provide exclusive radiology services at Easton Hospital. ERA submitted a bid. ERA’s bid was not successful. Easton Hospital ultimately awarded the exclusive radiology contract to Northampton Imaging Specialists (“NIS”).

As of 1999, the ERA Doctors remained members of the medical staff of Easton Hospital. During 1999, each of the ERA Doctors applied for reappointment to the staff. In October and November of 1999, Easton Hospital denied the applications for reappointment to the staff.

Meanwhile, in May of 1999, ERA opened its own out-patient radiology facility near Easton Hospital on Ferry Street in Easton (“Ferry Street Facility”). ERA began to submit claims to Valley Preferred for reimbursement of both the professional and technical components of radiology services provided at the Ferry Street Facility. Reimbursement was allegedly only made for the professional component. In the summer and fall of 1999, ERA communicated to Valley Preferred specific requests that ERA be reimbursed for both the professional and technical components of radiology services provided at the Ferry Street Facility. Valley Preferred rejected ERA’s requests in this regard. The stated basis for the rejection was Valley Preferred’s determination that its current network of radiology providers was sufficient to meet the needs of local Valley Preferred member patients.

#### *PROCEDURAL HISTORY*

As indicated, the two motions for summary judgment stem from three separate civil actions. The parties involved and the claims associated with each of these three civil actions may be summarized as follows.

ERA filed an action against Easton Hospital. That action is docketed to C-48-CV-2000-3086. ERA’s Second Amended Complaint is at issue with regard to the instant motions. The Second Amended Complaint contains several claims, including: ERA’s claim that Easton Hospital breached the 1990 Agreement when Easton Hospital opened the Northwood Facility with a different radiology group four-tenths of a mile from ERA’s Kingston Facility; ERA’s claim that Easton Hospital breached the 1990 Agreement when Easton Hospital refused to permit ERA to place a spiral CT scanner at ERA’s Kingston Facility; ERA’s claim that Easton Hospital engaged in deceit when Easton Hospital conducted an allegedly predetermined bid process to award the exclusive contract to perform radiology services for Easton Hospital; ERA’s claim that this allegedly rigged bidding process worked a promissory estoppel entitling ERA to recover for detrimental reliance; ERA’s claim that Easton Hospital induced Valley Preferred to deny ERA any reimbursement for the technical component of radiology services ERA provided at the Ferry Street Facility in an effort to put ERA out of business as a competitor to Easton Hospital by tortiously interfering with ERA’s contract with Valley Preferred and by tortiously interfering with ERA’s contractual and prospective contractual relations with Valley Preferred member patients; and, finally, ERA’s claim that Easton Hospital tortiously conspired with Valley Preferred to deny ERA any reimbursement for the technical component of radiology services ERA provided at the Ferry Street Facility so as to put ERA out of business as a competitor to Easton Hospital.

The ERA Doctors filed a separate action against Easton Hospital. That action is docketed to C-48-CV-2001-4817. The Complaint alleges that Easton Hospital breached the Medical Staff Bylaws and the Bylaws of the Hospital by denying each of the ERA Doctors reappointment to the medical

staff at Easton Hospital. The thrust of this action is that Easton Hospital acted wrongly because the denial of reappointment was based upon reasons unrelated to patient care or professional qualifications.

ERA and the ERA Doctors filed yet a third action, this action naming Valley Preferred as a defendant. That third action is docketed to C-48-CV-2001-4818. The Amended Complaint in the third action is at issue with regard to the instant motions. The Amended Complaint contains several claims, including: the ERA Doctors' claim that Valley Preferred breached the Network Physician Agreements by refusing reimbursement for the technical component of radiology services performed by the ERA Doctors at the Ferry Street Facility; ERA's claim and the ERA Doctors' claim that Valley Preferred's refusal to reimburse for the technical component of radiology services tortiously interfered with existing and prospective contractual relationships with ERA's radiology patients in the Easton community; and ERA's claim and the ERA Doctors' claim that Valley Preferred conspired with Easton Hospital to eliminate ERA as a competitor of Easton Hospital in supplying radiology services and to put ERA out of business.

In ERA's action against Easton Hospital, Easton Hospital has moved for summary judgment as to ERA's two claims for breach of contract and as to ERA's claims for intentional interference with contract and conspiracy. Easton Hospital has also moved for summary judgment as to damages generally and as to certain elements of damages sought in ERA's claims for deceit and promissory estoppel.

In the ERA Doctors' action against Easton Hospital, Easton Hospital seeks summary judgment on the claim that Easton Hospital breached the Medical Staff Bylaws and the Bylaws of the Hospital by denying reappointment of the ERA Doctors to the staff at Easton Hospital.

In the action brought by ERA and the ERA Doctors against Valley Preferred, Valley Preferred seeks summary judgment on all claims, namely, the claim that Valley Preferred breached the Network Physician Agreements, the claim that Valley Preferred tortiously interfered with contractual relationships and the claim that Valley Preferred conspired with Easton Hospital to put ERA out of business.

All three of the actions involved were consolidated for purposes of summary judgment proceedings. The summary judgment motions come to the Court on the briefs by way of the Argument List of February 8, 2005. The matters are ready for disposition.

## *DISCUSSION*

### *Summary Judgment*

Upon close of the pleadings and completion of pertinent discovery the Court is empowered to enter summary judgment as a matter of law whenever there is no genuine issue of any material fact as to a necessary

element of the cause of action or where the party who bears the burden of proof at trial has failed to produce evidence sufficient to require the claim to be submitted to a finder of fact. *See* Pa. R.C.P. 1035.2.

Proper grant of summary judgment hinges upon an evidentiary record that either discloses that the material facts are undisputed or an evidentiary record that contains insufficient evidence to make out a *prima facie* cause of action. *See Basile v. H & R Block, Inc.*, 777 A.2d 95, 100-101 (Pa. Super. 2001). A plaintiff's failure to adduce evidence to substantiate any element of the claim entitles the defendant to summary judgment as a matter of law. *See Ertel v. Patriot-News Co.*, 544 Pa. 93, 674 A.2d 1038 (1996).

In passing upon any motion for summary judgment, we must review the record in the light most favorable to the non-moving party, we must afford the non-moving party the benefit of all reasonable inferences arising from the evidence and we must resolve all doubts in favor of the non-moving party. *See Basile*, *supra* at 101. Summary judgment may be entered only in cases where the right to such judgment is clear and free from doubt. *Hayward v. Medical Center of Beaver County*, 530 Pa. 320, 608 A.2d 1040 (1992).

## EASTON HOSPITAL MOTIONS

### ERA v. Easton Hospital

#### I.

Easton Hospital seeks summary judgment as to Count I of the Second Amended Complaint. Count I of the Second Amended Complaint sets forth ERA's claim that Easton Hospital breached the 1990 Agreement when Easton Hospital opened the Northwood Facility with a different radiology group four-tenths of a mile from ERA's Kingston Facility.

First, Easton Hospital contends that this claim for breach of the 1990 Agreement is barred by the doctrines of collateral estoppel and/or *res judicata*. Specifically, Easton Hospital contends that this Court's previous denial of ERA's request for preliminary injunctive relief precludes relitigation of the propriety of Easton Hospital participating in an out-patient radiology facility without ERA.

Next, Easton Hospital contends that even if this breach of contract claim is not barred by the doctrines of collateral estoppel and/or *res judicata*, the claim for breach of the 1990 Agreement simply fails on its utter lack of legal merit.

ERA submits that the claim for breach of the 1990 Agreement is not barred by this Court's previous denial of preliminary injunctive relief. ERA argues that neither collateral estoppel or *res judicata* work a bar on the current action because the previous action only sought preliminary or temporary relief pending final judgment on the merits.



ERA contends that the claim for breach of the 1990 Agreement constitutes a meritorious claim for breach of the covenant of good faith and fair dealing implied as a matter of law. ERA argues that Easton Hospital's participation in the Northwood Facility so near the Kingston Facility diverted revenues from the Kingston Facility and prevented ERA from receiving the fruits of the 1990 Agreement.

This precise issue was raised and addressed in the prior litigation involving ERA's request for a preliminary injunction. In August of 1995, ERA filed an equity action to enjoin Easton Hospital from participating without ERA in any out-patient facility in the five surrounding county area delineated in the 1990 Agreement. The ERA claim was based on alleged violation of an implied covenant of good faith and fair dealing associated with the 1990 Agreement. In essence, ERA sought to stop Easton Hospital from being involved in the opening of a non-ERA out-patient radiology facility at the Northwood Facility.

This Court denied the preliminary injunction sought by ERA. In so doing, we found "no reasonable interpretation of the 1990 Agreement which suggests that the Hospital and ERA mutually intended that the Hospital would not participate in any out-patient radiology facility without ERA." As such, we held that ERA had "failed to establish a clear right to relief based on an implied covenant of good faith and fair dealing."

In our disposition of the request for preliminary injunction, we specifically found that the 1990 Agreement did not preclude Easton Hospital from participating in any out-patient radiology facility without ERA. We did so based upon the evidentiary record in that case. In particular, we rejected ERA's assertion that Easton Hospital violated an implied covenant of good faith and fair dealing by entering into the arrangement for the second facility with another group. We held that the obligation of good faith and fair dealing could not be used to imply a contractual term which was expressly rejected during negotiations.

Our disposition of the preliminary injunction relied heavily upon the uncontradicted testimony of Joel Scheer, an attorney who represented Easton Hospital in negotiations for the 1990 Agreement. Attorney Scheer testified that ERA originally proposed an exclusive contact at the Kingston Facility as well as any other out-patient facility for an indefinite period of time. Easton Hospital rejected this proposal but counter-offered the same arrangement for three years. The 1990 Agreement was the product of further negotiations. The language extending the exclusive arrangement to all out-patient sites was omitted in subsequent drafts and, in return, the parties agreed to extend the duration of the 1990 Agreement to seven years. Considering the contemplation and rejection of the exclusive arrangement for all out-patient facilities during negotiation, we held that interpreting the 1990 Agreement to include such a term was inconsistent with the intent of the parties.

In the current litigation, Easton Hospital interposed a demurrer to ERA's claim on the ground that our prior denial of the preliminary injunction required dismissal of the present claim. In passing upon the demurrer, we stated as follows:

Plaintiff persists in its assertion that the Hospital breached the implied covenant of good faith and fair dealing. In light of our prior ruling, it may do so only if it pleads that no express rejection of the term it now seeks to engraft onto the contract occurred during the negotiations that produced the 1990 Agreement.

We are disinclined to conclude that ERA's current claim is barred by collateral estoppel or *res judicata*. Our prior decision denying the preliminary injunction analyzed ERA's claim under the standard for a preliminary injunction that requires a plaintiff to establish a "clear right to relief." See *Commonwealth v. Danny's Bookstore*, 155 Pa. Commonwealth Ct. 281, 625 A.2d 119 (1993). The standard on a motion for summary judgment is a different and considerably less onerous standard. Moreover, our appellate courts have expressed a reluctance to give preclusive effect to issues decided in proceedings seeking a preliminary injunction because those proceedings do not produce a final judgment on the merits of the claim. See *Santoro v. Morse*, 781 A.2d 1220 (Pa. Super. 2001); *In Re Appeal of Little Britain*, 651 A.2d 606 (Pa. Commw. 1994).

The 1990 Agreement does not explicitly state that Easton Hospital may or may not participate in an out-patient facility without ERA. ERA's claim is that Easton Hospital's participation in the Northwood Facility violates an implied duty of good faith and fair dealing toward ERA. ERA contends that Easton Hospital's participation in the Northwood Facility injured ERA's right to "receive the fruits" of the 1990 Agreement and ERA asks this Court to find an implied covenant in the 1990 Agreement.

It is uncontradicted that during negotiations on the 1990 Agreement Easton Hospital expressly rejected ERA's request for a non-competition clause which would have prevented Easton Hospital from participating with any other non-ERA out-patient facility. The implied covenant of good faith is not a device for engrafting onto a contract that which was discussed and rejected by one of the parties during negotiations; without allegations of fraud, mistake, overreaching or the like, "it is not the function of the court to redraft a contract to be more favorable to a given party than the agreement which that party chose to enter." *PBS Coals, Inc. v. Burnham Coal Co.*, 384 Pa. Super. 323, 558 A.2d 562 (1989).

ERA offers no new evidence to demonstrate that no express rejection of the term it now seeks to engraft onto the 1990 Agreement occurred during negotiations which produced the 1990 Agreement. Since the obligations of good faith and fair dealing cannot be used to imply a contractual term which was expressly rejected during negotiations, we find there to be no genuine

issue of material fact for determination by a finder of fact. Accordingly, summary judgment is proper on Count I of ERA's Second Amended Complaint.

## II.

Easton Hospital seeks summary judgment as to Count II of the Second Amended Complaint. Count II of the Second Amended Complaint sets forth ERA's claim that Easton Hospital breached the 1990 Agreement when Easton Hospital refused to permit ERA to place a spiral CT scanner at ERA's Kingston Facility.

Easton Hospital submits that this claim for breach of the 1990 Agreement is barred by the doctrines of collateral estoppel and/or *res judicata*. In particular, Easton Hospital contends that relitigation of this issue is precluded by virtue of the fact that ERA voluntarily stipulated to dismissal, with prejudice, of all claims relating to the spiral CT scanner dispute when such claims were at issue in the context of the prior declaratory judgment action.

ERA submits that the current claim for breach of the 1990 Agreement relating to the spiral CT scanner is not barred by the prior voluntary dismissal of the declaratory judgment action. ERA contends that voluntary dismissal of the prior declaratory judgment action has no effect on the current claim for damages allegedly incurred as a result of Easton Hospital not permitting installation of the spiral CT scanner at the Kingston Facility.

The prior declaratory judgment action sought a declaration of ERA's contractual right under the 1990 Agreement to install a spiral CT scanner at the Kingston Facility. Count II of the Second Amended Complaint is a claim for breach of the 1990 Agreement seeking damages allegedly incurred as a result of Easton Hospital not permitting installation of the spiral CT scanner. The stipulation of dismissal operated to dismiss all claims and counterclaims relating to the declaratory judgment action.

Absent an identity of "the thing sued upon or for", there can be no bar by *res judicata*. See *J.S. v. Bethlehem Area School District*, 794 A.2d 936 (Pa. Commw. 2002). Absent an identity of issues, there can be no bar by collateral estoppel. See *J.S.*, supra.

Given the lack of identity in the thing sued upon or for and the lack of identity in the issues we will not bar the current claim for damages on either *res judicata* or collateral estoppel grounds. Moreover, we find it clear from the face of the stipulation of dismissal that it applied only to claims and counterclaims raised in the declaratory judgment action. The claims raised and relief sought in the present action are distinctly different. The motion for summary judgment as to Count II of the Second Amended Complaint must be denied.

## III.

Easton Hospital seeks summary judgment as to Count IV of the Second Amended Complaint. Count IV of the Second Amended Complaint sets

forth ERA's claim that Easton Hospital induced Valley Preferred to deny ERA any reimbursement for the technical component of radiology services ERA provided at the Ferry Street Facility in an effort to put ERA out of business as a competitor to Easton Hospital by tortiously interfering with ERA's contract with Valley Preferred and by tortiously interfering with ERA's contractual and prospective contractual relations with Valley Preferred member patients.

Easton Hospital contends that this intentional interference with contractual relations claim is rooted in mere suspicions and lacks any record factual support. Easton Hospital contends that there is no evidence that Easton Hospital did anything to induce Valley Preferred to refuse reimbursement of the technical component.

ERA submits that all of the surrounding circumstances indicate that Easton Hospital induced Valley Preferred to deny reimbursement for the technical component. ERA points to the apparent motivations of Valley Preferred, the various allegedly shifting and dubious reasons Valley Preferred supplied as explanation of the refusal to reimburse for the technical component and the close timing between Valley Preferred's refusal to reimburse for the technical component and Easton Hospital's action in denying the ERA Doctors' applications for reappointment to the staff at Easton Hospital.

Recovery for intentional interference with existing or prospective contractual relations requires a plaintiff to prove: (1) the existence of a contractual or prospective contractual relationship between plaintiff and a third party; (2) the purpose or intent to harm the plaintiff by preventing the relationship from occurring; (3) the absence of privilege or justification on the part of the defendant; and (4) actual damage. *See Strickland v. University of Scranton*, 700 A.2d 979 (Pa. Super. 1997). Pennsylvania law requires a plaintiff to show that the defendant interfered with a third party and did not simply take action directed toward the plaintiff. *See Adler, Barish, Daniels, Levin & Creskoff v. Epstein*, 482 Pa. 416, 393 A.2d 1175 (1978).

ERA's claim here is that Easton Hospital directed or induced Valley Preferred to take action adverse to ERA. While the persuasiveness of the claim is not for us to judge, we do find that there exist genuine issues of material fact to be submitted to a finder of fact. We note that part of the evidence that ERA cites in support of the claim that Easton Hospital induced Valley Preferred consists of the allegedly shifting and dubious reasons Valley Preferred supplied as explanation for Valley Preferred's action against ERA. The admissibility of this evidence may be subject to a meritorious hearsay objection, but we will not rule upon such an objection before hearing the evidence presented in full context at the time of trial. The motion for summary judgment as to Count IV of the Second Amended Complaint must be denied.

## IV.

Easton Hospital seeks summary judgment as to Count V of the Second Amended Complaint. Count V of the Second Amended Complaint sets forth ERA's claim that Easton Hospital tortiously conspired with Valley Preferred to deny ERA any reimbursement of the technical component of radiology services ERA performed at the Ferry Street Facility so as to put ERA out of business as a competitor to Easton Hospital.

First, Easton Hospital contends that this conspiracy claim must fail because the tort claim for intentional interference with contractual relations is without merit to serve as the underlying tort for the conspiracy. Moreover, Easton Hospital argues that this conspiracy claim is simply rooted in suspicions and lacks the support of record evidence.

ERA contends, here again, that the surrounding circumstances when pieced together paint a picture of Easton Hospital conspiring with Valley Preferred to put ERA out of business as a competitor to Easton Hospital. ERA cites the apparent motivations of Valley Preferred, the various and allegedly shifting and dubious reasons Valley Preferred gave for refusing to reimburse for the technical component and the close timing between Valley Preferred's refusal to reimburse for the technical component and Easton Hospital's denial of the ERA Doctors' applications for reappointment to the Easton Hospital medical staff.

In light of our denial of the motion for summary judgment as to the claim for intentional interference with contract contained in Count IV of the Second Amended Complaint, we deny the motion for summary judgment as it relates to the conspiracy claim contained in Count V of the Second Amended Complaint. The claim that Easton Hospital conspired with Valley Preferred may proceed.

## V.

Easton Hospital seeks summary judgment with regard to all ERA claims for consequential damages such as lost profits, revenues and earnings. The Second Amended Complaint seeks such damages in Count II for breach of contract, in Count IV for intentional interference with contractual relations and in Count V for conspiracy.

Easton Hospital contends that summary judgment is proper as to these claims for damages because this Court entered an Order precluding ERA from presenting any expert testimony, including expert testimony as to damages. Easton Hospital submits that such complex claims for damages simply cannot go forward without an expert.

ERA contends that the preclusion Order is of no consequence because expert testimony is not required and because the ERA Doctors, particularly Dr. Ostfeld, are perfectly competent to offer testimony and other evidence regarding lost profits, revenues and earnings.

We decline to enter summary judgment with regard to all ERA claims for damages such as lost profits, revenues and earnings. The preclusion Order, entered without objection from ERA, does not mandate entry of summary judgment. ERA may endeavor to prove damages through the testimony of the ERA Doctors. We perceive no surprise or prejudice visited upon Easton Hospital. Evidence on damages will, of course, be subject to proper trial objection as to foundation or otherwise. Beyond that, the concerns raised by Easton Hospital in the motion for summary judgment appear to bear more on the weight to be afforded the evidence as opposed to admissibility. The motion for summary judgment as to damages will be denied.

## VI.

Easton Hospital seeks summary judgment on ERA's damage claims for deceit and promissory estoppel stemming from the allegedly predetermined or rigged bidding process. Count III of the Second Amended Complaint contains the claim for deceit. Count VII of the Second Amended Complaint contains the claim for promissory estoppel.

Easton Hospital contends specifically that ERA is not legally entitled to recover benefit-of-the-bargain damages or lost profits, revenues and earnings under the claims for deceit and promissory estoppel. Instead, Easton Hospital submits that the only damages recoverable under these claims are in the nature of reliance damages.

ERA concedes that it is not seeking benefit-of-the-bargain damages in the claims for deceit and promissory estoppel. Review of the Second Amended Complaint discloses that ERA's claims for deceit and promissory estoppel arising out of the allegedly predetermined or rigged bidding process include only claims for damages in the nature of reliance damages.

In light of the foregoing, we will enter summary judgment in favor of Easton Hospital as to any claims for damages in Counts III and VII other than claims for reliance damages.

### *ERA Doctors v. Easton Hospital*

## I.

Easton Hospital seeks summary judgment as to the entire Complaint filed by the ERA Doctors. The Complaint alleges that Easton Hospital breached the Medical Staff Bylaws and the Bylaws of the Hospital by denying each of the ERA Doctors reappointment to the staff at Easton Hospital for reasons unrelated to patient care or professional qualifications.

Easton Hospital contends that summary judgment as to these claims is proper because the Medical Staff Bylaws and the Bylaws of the Hospital constitute a broad grant of authority to the Board of Trustees of Easton Hospital to deny reappointment to preserve a policy of exclusivity for radi-

ology in the wake of Easton Hospital's selection of another radiology group, namely NIS, as the exclusive provider of radiology services for Easton Hospital. Easton Hospital contends that any plain reading of the Medical Staff Bylaws and the Bylaws of the Hospital render summary judgment proper on all claims contained in the Complaint filed by the ERA Doctors.

The ERA Doctors submit that summary judgment is not warranted because the Bylaws of the Hospital prohibit any denial of reappointment which is unrelated to patient care or professional qualifications. The ERA Doctors contend that because their reappointment was denied for reasons unrelated to patient care or professional qualifications they should be permitted to go forward on the breach claims set forth in the Complaint.

Pertinent provisions of the Bylaws of the Medical Staff include the following:

ARTICLE III  
APPOINTMENT AND REAPPOINTMENT: DELINEATION  
OF PRIVILEGES, RESPONSIBILITIES AND RIGHTS

Section 1:

a. Application for Membership

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10. No aspect of membership status nor specific clinical privileges shall be limited or denied to a practitioner on the basis of sex, race, age, creed, color, handicap, or national origin, or on the basis of any other criterion unrelated to good patient care at the Hospital or to required professional qualifications;

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d. If the recommendation of the Credentials Committee is adverse to the applicant as to appointment, reappointment or delineation of privileges, the Credentials Committee shall give written notice thereof to the applicant. The applicant may appear at the next regular meeting of the Medical Staff Executive Committee which takes place more than five days after the written notice is delivered to the applicant. The procedure before the Medical Staff Executive Committee and thereafter shall be as set forth in Sections 4(c), et seq., except that the burden will be on the applicant to show that the recommendation is unwarranted. Should the adverse recommendation as to the applicant take place after favorable recommendation by the Credentials Committee, the applicant may request a fair hearing under the provisions of Sections 4(d), et seq., with the proviso that the applicant shall have the burden to show that the adverse recommendation is unwarranted. This procedure having been complied with, the Board of Trustees reserves to itself the absolute and uncontrolled right to refuse any application whenever, in

its sole judgment, such decision will serve the best interest of the hospital or the care of the patients of the hospital. The applications for the delineation, renewal or change of clinical privileges of individuals who are not physicians or dentists, except those who are permitted to practice independently by law or regulation, such as podiatrists, shall not be subject to the fair hearing requirements and procedures of the Bylaws.

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Pertinent portions of the Bylaws of Easton Hospital provide for the following:

### ARTICLE III THE BOARD OF TRUSTEES

#### Section 1 Powers

The Board of Trustees shall have the power and the duty to do everything deemed necessary and expedient in the governing, management and control of the business and affairs of the Corporation. Included, but not in limitation of its powers, it may authorize the borrowing of money, the purchase, sale, mortgage, lease, or other disposition of any interest in real or personal property. The exercise of the foregoing powers will be subject to the approval of the Board of Directors of Valley Health where required by these Bylaws, the Articles of Incorporation or other controlling authority. The Board of Trustees shall have the power to appoint or remove four (4) members of the Board of Directors of Valley Health in addition to the Chairman of the Board of Trustees who serves as Director of Valley Health by virtue of his office.

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### ARTICLE VIII THE MEDICAL STAFF

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#### Section 2 Responsibility of Medical Staff

The Board of Trustees delegates to the medical staff the responsibility and authority to investigate and evaluate matters relating to medical staff membership, clinical privileges, and disciplinary action in accordance with criteria and procedures set forth in the Bylaws of the Medical Staff. No aspect of membership status nor specific clinical privileges shall be limited or denied to a practitioner on the basis of sex, race, age, creed, color, handicap, or national origin, or on the basis or any other criterion unrelated to good patient care at the hospital or to required professional qualification.

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### Section 6 Exclusive Contracts

Notwithstanding anything to the contrary contained in these Bylaws or in the Medical Staff Bylaws, the Board of Trustees, having ultimate responsibility for operation of the Hospital, shall have the power and authority to do any of the following from time to time, in the best interests of the Hospital:

(a) Enter into, renew, modify and terminate exclusive contracts (either on an independent contractor or direct employment basis) for the provision of professional medical services in any Hospital department or division, including, but not limited to: anesthesiology, cardio-thoracic surgery, emergency care unit, pathology and radiology;

(b) Restrict, deny or terminate, in whole or in part, Medical Staff Membership and/or Medical Staff Privileges, and the right to exercise such privileges, rights and/or prerogatives, previously granted under the Medical Staff Bylaws to any member of the Medical Staff, in accordance with any such exclusive contract;

(c) Restrict, deny or terminate access to Hospital facilities, equipment and non-medical staff to any member of the Medical Staff, in accordance with any such exclusive contract;

(d) Restrict, deny, alter, amend or terminate the appointment or reappointment to the Medical Staff (including Medical Staff Membership and/or clinical privileges) of any physician so recommended by the Medical Staff under the Medical Staff Bylaws, in accordance with any such exclusive contract; and

(e) Appoint, reappoint or terminate the director or assistant director of any Hospital department or division which is subject to any such exclusive contract or which the Board of Trustees determines shall become subject to an exclusive contract.

\*\*\*\*\*

It is undisputed that the ERA Doctors were denied reappointment for a reason or reasons other than their professional competence or qualifications. The stated basis for the denial was that "reappointment would be inconsistent with the Board's policy of exclusivity for radiology and the exclusive radiology contract entered into pursuant to such policy..."

Without a full airing of the factual circumstances surrounding the denial of reappointment we are reluctant to conclude that Easton Hospital is completely insulated from this breach of contract claim as a matter of law. Summary judgment is reserved for those cases which are clear and free from doubt. This is not such a case. The motion for summary judgment as to the action filed by the ERA Doctors must be denied.

## II.

Easton Hospital seeks summary judgment with regard to the ERA Doctors' claims for consequential damages such as lost profits, revenues and earnings.

Easton Hospital submits that summary judgment is appropriate as to these claims for damages because of this Court's expert testimony preclusion Order. Easton Hospital contends that such complex claims for damages cannot go forward without expert testimony.

The ERA Doctors argue that the expert testimony preclusion Order is of no consequence because expert testimony is not required and because the ERA Doctors, particularly Dr. Ostfeld, are perfectly competent to offer testimony and other evidence regarding lost profits, revenues and earnings.

For the reasons set forth at Section V. above, the motion for summary judgment as to damages must be denied.

*VALLEY PREFERRED MOTIONS**ERA and ERA Doctors v. Valley Preferred*

## I.

Valley Preferred seeks summary judgment as to Count I of the Amended Complaint. Count I of the Amended Complaint sets forth the claim of the ERA Doctors that Valley Preferred breached the Network Physician Agreements by refusing reimbursement for the technical component of radiology services performed by the ERA Doctors at the Ferry Street Facility.

First, Valley Preferred contends that the claims of the ERA Doctors are time-barred by the applicable four-year statute of limitations. Specifically, Valley Preferred submits that any potentially actionable breach occurred in October of 1999 at the latest. The Amended Complaint was filed April 13, 2004, which was, according to Valley Preferred, approximately six months beyond expiration of the statute of limitations.

Next, Valley Preferred asserts that the breach of contract claims, even if not time-barred, fail for lack of any evidence of breach. Specifically, Valley Preferred contends that all of the services provided by the ERA Doctors were actually paid at the total component rate, that is, for both the professional component and the technical component.

The ERA Doctors contend that their claims for breach of the Network Physician Agreements are not time-barred. The ERA Doctors submit that Valley Preferred's conduct in breach constituted a continuing breach from June of 1999 through the present. As such, the ERA Doctors contend that their claim is timely filed.

The Network Physician Agreements provide for reimbursement to the ERA Doctors for covered services. A service is provided, a claim is submit-

ted, and reimbursement is then due. Where “periodic payments are owed, a separate and distinct cause of action accrues for each payment as it becomes due.” *American Motorists Insurance Company v. Farmers Bank and Trust*, 435 Pa. Super. 54, 644 A.2d 1232 (1994). Under the circumstances, we at this juncture decline to find the entire breach of contract claim to be barred by the applicable four year statute of limitations. It may be that portions of the claim, such as claims for reimbursements due more than four years prior to the filing of the Amended Complaint, will be barred by the statute of limitations. These are determinations which can best be made after presentation of the pertinent evidence. The request for summary judgment on statute of limitations grounds must be denied.

Valley Preferred contends that even if the claims are not barred by the statute of limitations they fail for lack of evidence of breach. Valley Preferred contends that all of the services provided were actually reimbursed at the total component rate.

Whatever the merit of this breach of contract claim, we are not inclined to enter summary judgment based upon affidavit evidence of a defendant setting forth that there was no breach. The motion for summary judgment as to Count I of the Amended Complaint must be denied.

## II.

Valley Preferred seeks summary judgment as to Count III of the Amended Complaint. Count III of the Amended Complaint contains the claim of both ERA and the ERA Doctors for tortious interference with existing and prospective contractual relations. The thrust of this claim is to the effect that Valley Preferred’s refusal to reimburse for the technical component of radiology services tortiously interfered with existing and prospective contractual relationships with ERA’s radiology patients in the Easton community.

First, Valley Preferred submits that summary judgment is warranted because the alleged interference was directed toward ERA and the ERA Doctors and not toward a third party. More specifically, Valley Preferred submits that the tortious interference with contract claim must fail because ERA’s evidence deals exclusively with Valley Preferred’s actions toward ERA rather than Valley Preferred’s actions directed at third parties, *i.e.*, patients and prospective patients, which might have interfered with contracts between ERA and the patients.

Next, Valley Preferred asserts that the tortious interference claim is also fatally flawed by virtue of the fact that there is a lack of evidence of intent, absence of justification and damages.

ERA and the ERA Doctors contend that the conduct of Valley Preferred in refusing reimbursement for the technical component induced third party patients to sever relations with ERA and obtain radiology services elsewhere. ERA and the ERA Doctors contend that this fits within the tort as is exists in Pennsylvania.

Pennsylvania law requires a plaintiff to show that defendant interfered with a third party prior to allowing recovery for intentional interference with existing or prospective contractual relations. *See Adler et al.*, supra. Pertinent portions of the Restatement (Second) of Torts provide the following as it relates to the tort of intentional interference with existing or prospective contractual relations:

Section 766

One who intentionally and improperly interferes with the performance of a contract ... between another and a third party by inducing or otherwise causing the third person not to perform the contract, is subject to liability to the other for the pecuniary loss resulting to the other from the failure of the third person to perform the contract.

Section 766A

One who intentionally and improperly interferes with the performance of a contract ... between another and a third person, by preventing the other from performing the contract or causing his performance to be more expensive or burdensome, is subject to liability to the other for the pecuniary loss resulting to him.

Section 766B

One who intentionally and improperly interferes with another's prospective contractual relation ... is subject to liability to the other for the pecuniary harm resulting from loss of the benefits of the relation, whether the interference consists of:

- (a) inducing or otherwise causing a third person not to enter into or continue the prospective relation or
- (b) preventing the other from acquiring or continuing the prospective relation.

The Pennsylvania state courts have adopted Section 766 of the Restatement. *See Adler et al.*, supra. The Pennsylvania state courts have not adopted Sections 766A or 766B(b) which would extend to instances where the interference was directed only toward the plaintiff, rather than a third party. Federal courts have interpreted Pennsylvania law to allow claims for intentional interference with existing or prospective contractual relations only in the event such interference was directed toward a third party. *Allen v. The Washington Hospital*, 34 F. Supp.2d 958 (W.D. Pa. 1999) (stating that Pennsylvania courts would not recognize a claim for intentional interference with existing or prospective contractual relations where the interference was directed toward the plaintiff rather than toward a third party).

ERA and the ERA Doctors contend that the intentional interference by Valley Preferred was directed toward a third party, *i.e.*, the patients, and that, as such, the claim falls within the ambit of the tort as it exists in Pennsylvania. ERA and the ERA Doctors urge that by refusing to cover the

technical component Valley Preferred made it more expensive for the patients to receive services and that Valley Preferred thereby induced or otherwise caused third persons, *i.e.*, the patients, to sever relations with ERA and obtain radiology services elsewhere.

In overruling the demurrer which Valley Preferred earlier interposed to this claim, we stated as follows:

It is not Valley Preferred's actions toward ERA that are the focus of examination. Rather the focus is on the allegedly tortious and conspiratorial purposes motivating the 'cutting off of payments,' as manifested in actions directed at third parties, *i.e.*, the prospective patients, which interfered with contracts between plaintiffs and third-party patients. Determining whether these alleged acts designed to deter the third-parties from seeking treatment from ERA were improper 'depends upon a judgment and choice of values.' *Restatement (Second) Torts*, Section 767, comment b (1979). Section 767 of Restatement (Second) guides this determination by providing factors, including the defendant's motives, to determine whether the interference was improper.

We find that ERA and the ERA Doctors may proceed with their present claim for intentional interference with existing or prospective contractual relations under Pennsylvania law. The question of whether or not Valley Preferred committed improper acts designed to deter patients from seeking treatment from ERA is not so clear and free from doubt as to permit entry of summary judgment.

The motion for summary judgment as to Count III of the Amended Complaint must be denied.

### III.

Valley Preferred seeks summary judgment as to Count II of the Amended Complaint. Count II of the Amended Complaint sets forth the claim of ERA and the ERA Doctors for conspiracy to interfere with existing and prospective contractual relations. The claim here is to the effect that Valley Preferred conspired with Easton Hospital to eliminate ERA as a competitor of Easton Hospital in supplying radiology services and to put ERA out of business. Specifically, the claim suggests that Easton Hospital induced Valley Preferred to deny ERA reimbursement for the technical component so as to render ERA incapable of profitably competing in the market for out-patient radiology services.

Initially, Valley Preferred contends that summary judgment as to the conspiracy claim is appropriate because the law requires a legally sustainable underlying tort before a conspiracy claim may go forward. Valley Preferred submits that because ERA and the ERA Doctors are unable to prove the tort of intentional interference with existing and prospective

contractual relations there can be no recovery for any conspiracy to commit that tort.

In addition, Valley Preferred contends that there is simply insufficient evidence of concerted action between Easton Hospital and Valley Preferred. Instead, Valley Preferred submits that the conspiracy claim is based on mere parallel adverse actions taken against ERA by Easton Hospital and Valley Preferred.

ERA and the ERA Doctors contend that the surrounding circumstances when pieced together show Easton Hospital conspiring with Valley Preferred to put ERA out of business as a competitor to Easton Hospital. ERA and the ERA Doctors cite the apparent motivations of Valley Preferred, the various and allegedly shifting and dubious reasons Valley Preferred gave for refusing to reimburse for the technical component, and the close timing between Valley Preferred's refusal to reimburse and the action by Easton Hospital taken to deny the ERA Doctors' applications for reappointment to the staff at Easton Hospital.

In order to state a civil action for conspiracy, a plaintiff must prove the following: "(1) a combination of two or more persons acting with a common purpose to do an unlawful act or to do a lawful act by unlawful means or for an unlawful purpose; (2) an overt act done in pursuance of the common purpose; and (3) actual legal damage." *McKeeman v. Corestates Bank, N.A.*, 751 A.2d 655, 660 (Pa. Super. 2000). These elements may be proven circumstantially by subsequent acts of the alleged conspirators, but the evidence must be "full, clear and satisfactory." *Reading Radio, Inc. v. Fink*, 833 A.2d 199 (Pa. Super. 2003). Absent a civil cause of action for a particular act, there can be no cause of action for conspiracy to commit that act. *Pelagatti v. Cohen*, 370 Pa. Super. 422, 536 A.2d 1337 (1987).

Having permitted ERA and the ERA Doctors to proceed with their claim against Valley Preferred for intentional interference with contractual relations we reject Valley Preferred's contention that the conspiracy claim fails for want of a legally sustainable underlying tort.

Valley Preferred persists that summary judgment on the conspiracy claim is still appropriate because there is insufficient evidence of concerted action between Easton Hospital and Valley Preferred.

The claim here is that Easton Hospital conspired with Valley Preferred to put ERA out of business as a competitor to Easton Hospital for radiology services. ERA and the ERA Doctors urge that nothing else could have motivated Valley Preferred, they urge that proof of the conspiracy is buttressed by the shifting and dubious reasons Valley Preferred gave for refusing to reimburse for the technical component, and they urge that it is more than coincidence that Valley Preferred refused total reimbursement at or about the same time that Easton Hospital was denying the ERA Doctors their medical staff privileges.

The depth of the factual contentions and proofs lead us to conclude that there continues to exist genuine issues of material fact for submission to a finder of fact. We again note that part of the evidence ERA and the ERA Doctors cite in support of the conspiracy claim includes evidence of the allegedly shifting and dubious reasons Valley Preferred supplied as explanation for the action against ERA. This evidence may be subject to a meritorious hearsay objection. We will not rule on such an issue until it is presented to us at trial in the full context of all other evidence.

The motion for summary judgment as to Count II of the Amended Complaint must be denied.

WHEREFORE, We enter the following:

*ORDER*

AND NOW, this 2nd day of June, 2005, upon consideration of all motions for summary judgment filed in connection with the above-captioned matter, it is hereby ORDERED, ADJUDGED and DECREED as follows:

Easton Hospital Motions  
ERA v. Easton Hospital

The motion for summary judgment filed on behalf of Easton Hospital as to Count I of the Second Amended Complaint is GRANTED.

The motions for summary judgment filed on behalf of Easton Hospital as to Counts II, IV, and V of the Second Amended Complaint are DENIED.

The motion for summary judgment on behalf of Easton Hospital seeking summary judgment as to damages on the basis of preclusion Order is DENIED.

The motion for summary judgment filed on behalf of Easton Hospital seeking summary judgment as to any claims for damages other than claims for reliance damage with regard to Counts III and IV of the Second Amended Complaint is GRANTED.

ERA Doctors v. Easton Hospital

The motions for summary judgment filed on behalf of Easton Hospital as to Counts I, II, and III of the Complaint are DENIED.

The motion for summary judgment filed on behalf of Easton Hospital seeking summary judgment as to damages on the basis of the preclusion Order is DENIED.

Valley Preferred Motions  
ERA and ERA Doctors v. Valley Preferred

The motions for summary judgment filed on behalf of Valley Preferred as to Counts I, II and III of the Amended Complaint are DENIED.

## **Northampton County Bar Association Notification of Change Form**

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