

Northampton County Reporter

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Northampton County Reporter Digest—2007-2

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2. 2007 Calendar of Events
 3. PA CLE Requirements
 4. Temporary Relocation of Courthouse Library and Lafayette College Mock Trials
- Cream: 1. "Automotive Product Liability"
2. "Family Law & Immigration Issues"
 3. "Rules of Thumb and Other Things You May
Not Know About Practicing Before the
Special Masters in Northampton County"
 4. PBI/CLE Seminars—NCBA Office: March-April, 2007

NOTICE TO THE BAR...

Quarterly Association Meeting—Thursday, March 15, 2007
Registration form inside.

**NORTHAMPTON COUNTY BAR ASSOCIATION
2007 BAR ASSOCIATION OFFICERS**

Joel H. Ziev President
Michael C. Deschler President-elect
Joseph A. Corpora, III Vice President
Jacqueline M. Taschner Treasurer
Kerry S. Freidl Secretary
Richard P. Kovacs Past President

BOARD OF GOVERNORS

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Abraham P. Kassis
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Samuel P. Murray
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ZONE II DELEGATES

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Karl F. Longenbach
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Joel M. Scheer
Michael P. Shay
Ronald W. Shipman

Northampton County Reporter
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BAR ASSOCIATION STAFF

Mary Beth Leeson Executive Director
Stephanie Pasquel Accounting
Heather Rizzotto-Stefanik Legal Journal
Gloria A. Robison Attorney Referral
Deborah J. Flanagan Attorney Referral

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:

Quarterly Association Meeting—March 15, 2007, Best Western, Bethlehem, registration form inside.

Lunch Lecture—“Automotive Product Liability”—March 21, 2007, NCBA Office, registration form inside.

Lunch Lecture—“Family Law and Immigration Issues”—March 23, 2007, NCBA Office, registration form inside.

Lunch Lecture—“Rules of Thumb and Other Things You May Not Know About Practicing Before the Special Masters in Northampton County”—March 28, 2007, NCBA Office.

NCBA Calendar of Events

PBI/CLE Seminars, March—April

Committee Chairs—please call the NCBA office (610-258-6333) to schedule your first committee meeting for the year.

Mark Your Calendar:

Reception for the Court—March 30, 2007, Silver Creek Country Club

Summer Outing—Thursday, July 19, 2007, Louise Moore Park, Easton (some members are already practicing for the quoits tournament!)

Listen or thy tongue will keep thee deaf.—American Indian proverb

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**BELTZ, DAVID D., SR. a/k/a DAVID D. BELTZ, dec'd.**

Late of the Borough of East Bangor, Northampton County, PA

Administrator: David D. Beltz, Jr. 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

BREWER, VIOLA, dec'd.

Late of Plainfield Township, Northampton County, PA

Executrix: Rosella L. Kachline c/o Brett B. Weinstein, Esquire, 705 W. DeKalb Pike, King of Prussia, PA 19406

Attorney: Brett B. Weinstein, Esquire, 705 W. DeKalb Pike, King of Prussia, PA 19406

FRICK, ROY W., dec'd.

Late of the City of Easton, Northampton County, PA

Co-Executors: John Hammerstone, Sr. and William R.

Davies c/o Karl H. Kline, Esquire, Karl Kline P.C., 2925 William Penn Highway, Suite 301, Easton, PA 18045-5283
Attorneys: Karl H. Kline, Esquire, Karl Kline P.C., 2925 William Penn Highway, Suite 301, Easton, PA 18045-5283

GUILLAUME, VIRGINIA MAURA a/k/a V. MAURA GUILLAUME a/k/a MAURA GUILLAUME, dec'd.

Late of Bethlehem, Northampton County, PA

Administrator: Gregory T. Guillaume, 5800 SW 132nd Terrace, Pincrest, FL 33156

LOQUASTO, FRED, dec'd.

Late of the Borough of Northampton, Northampton County, PA

Executor: Fred S. Loquasto c/o Frank M. Skrapits, Esquire, Affiliated with Steckel and Stopp, 2152 Main Street, Northampton, PA 18067-1211

MANNERS, ALBERT E., dec'd.

Late of the City of Easton, Northampton County, PA

Co-Executors: Debra Erhardt a/k/a Debra Ehrhardt and Roberta Steckel c/o Robert H. Jacobs, Esquire, Jacobs & Jacobs, 8 Centre Square, Easton, PA 18042-3606

Attorneys: Robert H. Jacobs, Esquire, Jacobs & Jacobs, 8 Centre Square, Easton, PA 18042-3606

MENSINGER, DANIEL W., dec'd.

Late of the Township of East Allen, Northampton County, PA

Administrator: Larry D. Mensinger, 167A N. Lehigh Avenue, Wind Gap, PA 18091

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

MOORE, RUSSELL R., dec'd.

Late of 1825 Center Street, Bethlehem, Northampton County, PA

Administrator: Thomas M. Moore c/o Raymond Lynn, Esquire, Scherline & Associates, 512 Walnut Street, Allentown, PA 18101

Attorneys: Raymond Lynn, Esquire, Scherline & Associates, 512 Walnut Street, Allentown, PA 18101

PELLEN, GRACE E., dec'd.

Late of the Township of Washington, Northampton County, PA

Executor: Robert S. Pellen, 924 Greenhill Avenue, Easton, PA 18045

Attorneys: William P. Coffin, Esquire, Coffin, Durnin & Associates, 100 North Fourth Street, Easton, PA 18042

PERUN, GUNDA E., dec'd.

Late of the Township of Hanover, Northampton County, PA
Co-Executors: John R. Perun and Mary A. Stangl 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

PITCHER, A. EVERETT a/k/a ARTHUR EVERETT PITCHER, dec'd.

Late of 1107 Kirkland Village Circle, Bethlehem, Northampton County, PA

Executor: Merrill Lynch Bank & Trust Co., FSB c/o Noonan

& Prokup, 526 Walnut St., Allentown, PA 18101

Attorneys: Noonan & Prokup, 526 Walnut St., Allentown, PA 18101

RICE, EARL W., SR., dec'd.

Late of Northampton, Northampton County, PA

Executrix: Dolores A. Laputka, Esquire c/o Tallman, Hudders & Sorrentino, PC, The Paragon Centre, 1611 Pond Road, Suite 300, Allentown, PA 18104-2258

Attorneys: Dolores A. Laputka, Esquire, Tallman, Hudders & Sorrentino, PC, The Paragon Centre, 1611 Pond Road, Suite 300, Allentown, PA 18104-2258

RIPPERT, LOUIS L., dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Frank S. Orban c/o Nicholas M. Zanakos, Esquire, 742 Main Street, Bethlehem, PA 18018

Attorney: Nicholas M. Zanakos, Esquire, 742 Main Street, Bethlehem, PA 18018

YOUTZ, ALFRED W. a/k/a ALFRED W. YOUTZ, JR., dec'd.

Late of the Township of Palmer, Northampton County, PA
Co-Executors: Alfred F. Youtz, 954 Sullivan Trail, Easton, PA 18040 and Shawn M. Youtz, 8 Fair Oakes Road, Arden, NC 28704

Attorneys: Peters, Moritz, Peischl, Zulick & Landes, LLP, 1 South Main Street, Nazareth, PA 18064

ZIMA, HENRY A., dec'd.

Late of the Township of Palmer, Northampton County, PA

Co-Executors: Susan B. Zima and Kevin J. Zima c/o Thomas L. Walters, Esquire, Lewis and Walters, 46 South Fourth Street, P.O. Box A, Easton, PA 18044-2099

Attorneys: Thomas L. Walters, Esquire, Lewis and Walters, 46 South Fourth Street, P.O. Box A, Easton, PA 18044-2099

ZOVKO, BETTE M. a/k/a ELIZABETH ZOVKO, dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Charles W. Zovko c/o Wendy A. Nicolosi, Esquire, Broughal & DeVito, L.L.P., 38 West Market Street, Bethlehem, PA 18018

Attorneys: Wendy A. Nicolosi, Esquire, Broughal & DeVito, L.L.P., 38 West Market Street, Bethlehem, PA 18018

SECOND PUBLICATION

BEGIES, RUTH E., dec'd.

Late of the Borough of Bangor, Northampton County, PA

Executrix: Angela Uliana-Murphy, Esquire, Pen Argyl, PA 18072

Attorneys: James G. Murphy, Esquire, Murphy & Murphy, P.C., 106 N. Franklin St., Suite 2, P.O. Box 97, Pen Argyl, PA 18072

CAPRARI, JANET M., dec'd.

Late of Bethlehem, Northampton County, PA

Administratrix: Marlene M. Bayer c/o Fitzpatrick Lentz & Bubba, P.C., 4001 Schoolhouse Lane, P.O. Box 219, Center Valley, PA 18034-0219
Attorneys: Fitzpatrick Lentz & Bubba, P.C., 4001 School-

house Lane, P.O. Box 219, Center Valley, PA 18034-0219

COMUNALE, HELEN M. a/k/a HELEN COMUNALE, dec'd.

Late of the Township of Upper Mt. Bethel, Northampton County, PA

Co-Executors: Carmon R. Comunale and Larry M. Comunale c/o McFall, Layman & Jordan, P.C., Attorneys at Law, 134 Broadway, Bangor, PA 18013

Attorneys: McFall, Layman & Jordan, P.C., Attorneys at Law, 134 Broadway, Bangor, PA 18013

DOW, PAUL E., dec'd.

Late of Lower Saucon Township, Northampton County, PA

Administratrix C.T.A.: JoAnne Sessa Dow c/o Thomas J. Maloney, Esquire, Maloney, Danyi, Sletvold & O'Donnell, 901 West Lehigh Street, P.O. Box 1279, Bethlehem, PA 18016-1279

Attorneys: Thomas J. Maloney, Esquire, Maloney, Danyi, Sletvold & O'Donnell, 901 West Lehigh Street, P.O. Box 1279, Bethlehem, PA 18016-1279

GERGAR, ETHEL, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executor: Gregory J. Smith c/o Mark S. Sigmon, Esquire, Sigmon & Sigmon, P.C., 146 E. Broad Street, P.O. Box 1365, Bethlehem, PA 18016-1365

Attorneys: Mark S. Sigmon, Esquire, Sigmon & Sigmon, P.C., 146 E. Broad Street, P.O.

Box 1365, Bethlehem, PA
18016-1365

HENNION, RINA, dec'd.

Late of Northampton County,
PA

Executrix: Regina Hennion
Stye c/o William W. Matz, Jr.,
Esquire, 211 W. Broad Street,
Bethlehem, PA 18018-5517

Attorney: William W. Matz,
Jr., Esquire, 211 W. Broad
Street, Bethlehem, PA 18018-
5517

HERMAN, JAMES A., dec'd.

Late of Walnutport, North-
ampton County, PA

Administrator C.T.A.: Thomas
J. Maloney, 901 West Lehigh
Street, P.O. Box 1279, Bethle-
hem, PA 18016-1279

**KNABLIN, ESTER S. a/k/a ES-
TER KNABLIN**, dec'd.

Late of the Borough of
Hellertown, Northampton
County, PA

Executor: Joseph Batley c/o
Frank J. Danyi, Jr., Esquire,
Maloney, Danyi, Sletvold &
O'Donnell, 901 West Lehigh
Street, Bethlehem, PA 18016-
1279

Attorneys: Frank J. Danyi, Jr.,
Esquire, Maloney, Danyi,
Sletvold & O'Donnell, 901
West Lehigh Street, Bethle-
hem, PA 18016-1279

**KNORR, PAUL a/k/a PAUL F.
KNORR**, dec'd.

Late of 8071 N. Delaware Dr.,
Bangor, Northampton Coun-
ty, PA

Executor: Paul Frutchey, 8071
N. Delaware Dr., Bangor, PA
18013

Attorney: Louis D. Powlette,
Esquire, 231 Park Avenue,
Stroudsburg, PA 18360

**MARTIN, EDWARD a/k/a ED-
WARD G. MARTIN**, dec'd.

Late of Palmer Township,
Northampton County, PA

Administratrix DBN CTA:
Cheryl J. Marsh a/k/a Cheryl
L. Marsh c/o Jeff L. Lewin,
Esquire, 117 N. Monroe St.,
Media, PA 19063

Attorney: Jeff L. Lewin, Es-
quire, 117 N. Monroe St., Me-
dia, PA 19063

MATTHEWS, THOMAS R., dec'd.

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

Administrator: Paul Matthews
c/o Karl H. Kline, Esquire,
Karl Kline P.C., 2925 William
Penn Highway, Suite 301,
Easton, PA 18045-5283

Attorneys: Karl H. Kline, Es-
quire, Karl Kline P.C., 2925
William Penn Highway, Suite
301, Easton, PA 18045-5283

SCOTT, MARY ELLEN, dec'd.

Late of the City of Bethlehem,
Northampton County, PA

Administrator: James A. Kra-
ky, 7172 Herber Road, New
Tripoli, PA 18066

Attorneys: Robert A. Bull, Es-
quire, Law Offices Bull, Bull
& Knecht, LLP, 106 Market
Street, Berwick, PA 18603

SERFASS, ESTHER M., dec'd.

Late of the Borough of Wind
Gap, Northampton County,
PA

Co-Executors: Kermit Wilson
Serfass and Robert Martin
Serfass 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

SHEATS, MIRIAM, dec'd.

Late of the Township of Palmer, Northampton County, PA
Co-Executors: Marc A. Sheats and Alec F. Sheats c/o Leonard M. Mellon, Esquire, 151 S. 7th Street, Easton, PA 18042

Attorney: Leonard M. Mellon, Esquire, 151 S. 7th Street, Easton, PA 18042

SIGMON, RUTH F., dec'd.

Late of the City of Bethlehem, Northampton County, PA
Co-Executors: Mark S. Sigmon and Jan A. Sigmon c/o Mark S. Sigmon, Esquire, Sigmon & Sigmon, P.C., 146 E. Broad Street, P.O. Box 1365, Bethlehem, PA 18016-1365

Attorneys: Mark S. Sigmon, Esquire, Sigmon & Sigmon, P.C., 146 E. Broad Street, P.O. Box 1365, Bethlehem, PA 18016-1365

SIMONETTA, IRENE M., dec'd.

Late of the Township of Palmer, Northampton County, PA
Executor: Rocco Simonetta c/o Karl H. Kline, Esquire, Karl Kline P.C., 2925 William Penn Highway, Suite 301, Easton, PA 18045-5283

Attorneys: Karl H. Kline, Esquire, Karl Kline P.C., 2925 William Penn Highway, Suite 301, Easton, PA 18045-5283

SMALE, LEROY F., JR., dec'd.

Late of the City of Bethlehem, Northampton County, PA
Co-Executors: Sandra L. Danner and Larry A. Smale c/o Mark S. Sigmon, Esquire, Sigmon & Sigmon, P.C., 146 E. Broad Street, P.O. Box

1365, Bethlehem, PA 18016-1365

Attorneys: Mark S. Sigmon, Esquire, Sigmon & Sigmon, P.C., 146 E. Broad Street, P.O. Box 1365, Bethlehem, PA 18016-1365

SMITH, JULIA M., dec'd.

Late of the Borough of Walnutport, Northampton County, PA

Administrator: Edgar L. Smith, Jr. c/o Adrian J. Wasiko, Esquire, 453 Linden Street, Allentown, PA 18102

Attorney: Adrian J. Wasiko, Esquire, 453 Linden Street, Allentown, PA 18102

SNYDER, JESSE A., dec'd.

Late of Northampton County, PA

Executor: William A. Snyder c/o William W. Matz, Jr., Esquire, 211 W. Broad Street, Bethlehem, PA 18018-5517

Attorney: William W. Matz, Jr., Esquire, 211 W. Broad Street, Bethlehem, PA 18018-5517

SUGG, KATHLEEN H., dec'd.

Late of Bethlehem, Northampton County, PA

Co-Executrices: Barbara S. Forry and Jayne S. Miller c/o Thomas J. Maloney, Esquire, Maloney, Danyi, Sletvold & O'Donnell, 901 West Lehigh Street, P.O. Box 1279, Bethlehem, PA 18016-1279

Attorneys: Thomas J. Maloney, Esquire, Maloney, Danyi, Sletvold & O'Donnell, 901 West Lehigh Street, P.O. Box 1279, Bethlehem, PA 18016-1279

WERKHEISER, ROBERT F., JR., dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executrix: Shirley M. Masaitis, 3407 Park Place, Bethlehem, PA 18017

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

THIRD PUBLICATION**BERNHARD, MARY D.**, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Administrator: Richard W. Bernhard c/o Jacob S. Kolb, Esquire, Kolb, Vasiliadis and Florenz, 74 West Broad Street, Ste. 170, Bethlehem, PA 18018-5738

Attorneys: Jacob S. Kolb, Esquire, Kolb, Vasiliadis and Florenz, 74 West Broad Street, Ste. 170, Bethlehem, PA 18018-5738

CUNERD, WARREN a/k/a WARREN H. CUNERD, dec'd.

Late of Bethlehem Township, Northampton County, PA

Executor: Dennis R. Cunerd c/o Thomas J. Fischer, Esquire, 1021 West Broad Street, Bethlehem, PA 18018

Attorney: Thomas J. Fischer, Esquire, 1021 West Broad Street, Bethlehem, PA 18018

DANNER, MILES PATRICK, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Administrator: Mark Danner c/o Fox Williamson Mattioli, P.C., 1012 West Broad Street, Bethlehem, PA 18018

Attorneys: Fox Williamson Mattioli, P.C., 1012 West Broad Street, Bethlehem, PA 18018

FLUCK, ANNIE M. a/k/a ANNIE R. FLUCK, dec'd.

Late of the Borough of Hellertown, Northampton County, PA

Executrix: Marie E. Fluck c/o Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726

Attorney: Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726

HEAVENER, SAMUEL M. a/k/a SAMUEL HEAVENER, dec'd.

Late of the Township of Williams, Northampton County, PA

Executrix: Barbara Houptley c/o Frank S. Poswistilo, Esquire, 204 North Thirteenth St., Easton, PA 18042

Attorney: Frank S. Poswistilo, Esquire, 204 North Thirteenth St., Easton, PA 18042

KLINE, RUTH T., dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executor: Lannie Kline c/o Frank J. Danyi, Jr., Esquire, Maloney, Danyi, Sletvold & O'Donnell, 901 West Lehigh Street, Bethlehem, PA 18016-1279

Attorneys: Frank J. Danyi, Jr., Esquire, Maloney, Danyi, Sletvold & O'Donnell, 901 West Lehigh Street, Bethlehem, PA 18016-1279

MURPHY, WILLIAM T., dec'd.

Late of the Borough of Pen Argyl, Northampton County, PA

Executor: Bruce W. Murphy
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

**NOVAK, JOHN R., JR. a/k/a
JOHN R. NOVAK a/k/a
JOHN NOVAK, dec'd.**

Late of the Township of Beth-
lehem, Northampton County,
PA

Co-Executors: Deborah A.
Bouman and John R. Novak,
III 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

SAR, CECILIA M., dec'd.

Late of the Township of Palm-
er, Northampton County, PA
Administrator: James N. Fran-
gos, 500 Waverly Avenue,
Clarks Summit, PA 18411

Attorney: Keene Jabbour, Es-
quire, 701 Washington Street,
Easton, PA 18042

**STEM, EVELYN MAE a/k/a E.
MAE STEM a/k/a MAE
STEM, dec'd.**

Late of the Township of Palm-
er, Northampton County, PA
Co-Executors: Mr. Warren D.
Mehrkam, 35 Shirley Street,
Easton, PA 18042 and Robert
A. Nitchkey, Jr., Esquire,
Hemstreet, Nitchkey & Freidl,
730 Washington Street, East-
on, PA 18042

Attorneys: Robert A. Nitchkey,
Jr., Esquire, Hemstreet, Nitch-

key & Freidl, 730 Washington
Street, Easton, PA 18042

NOTICES OF INCORPORATION

NOTICE IS HEREBY GIVEN that
Articles of Incorporation have been
filed with the Department of State
of the Commonwealth of Pennsyl-
vania, at Harrisburg, Pennsylvania,
for the purpose of obtaining a Cer-
tificate of Incorporation of a pro-
posed business corporation to be
organized under the provisions of
the Pennsylvania Business Corpo-
ration Law of 1988, approved De-
cember 21, 1988, P.L. 1444, No.
177, as amended.

The name of the corporation is:

**BRIDEN CONSTRUCTION
GROUP, INC.**

Robert H. Jacobs, Esquire
Jacobs & Jacobs

8 Centre Square
Easton, PA 18042

Feb. 8

NOTICE IS HEREBY GIVEN that
Articles of Incorporation were filed
with the Department of State of the
Commonwealth of Pennsylvania on
December 26, 2006, to incorporate
the proposed business corporation:

CHELSEA NATIONAL INC.

under the provisions of the Busi-
ness Corporation Law of 1988.

Feb. 8

NOTICE IS HEREBY GIVEN that
Articles of Incorporation have been
filed with the Department of State
of the Commonwealth of Pennsyl-
vania, at Harrisburg, Pennsylvania,
for the purpose of obtaining a Cer-
tificate of Incorporation of a pro-
posed 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.

MAGNOLIA CONTRACTING, INC.

The Articles of Incorporation were filed on January 22, 2007.

ROBERT V. LITTNER, ESQUIRE
LITTNER, DESCHLER & LITTNER
512 North New Street
P.O. Box 1407
Bethlehem, PA 18016

Feb. 8

SNYDER ACQUISITION CORP.

has been incorporated under the provisions of the Business Corporation Law of 1988.

Feb. 8

**FICTITIOUS NAME
REGISTRATION NOTICES**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Act 295 of 1982 (54 Pa. C.S.A. Sec. 311 et seq.), of the filing in the Office of the Secretary of the Commonwealth of Pennsylvania, Harrisburg, Pennsylvania, on October 17, 2006 of a Certificate for the conduct of a business in Northampton County, Pennsylvania under the assumed or fictitious name, style or designation of:

**CORPORATE GIFT
BASKET EXCHANGE**

with its principal place of business at: 3740 Daubert Rd., Northampton, PA 18067.

The names and addresses of the persons owning or interested in said business are: Tina M. Ventresca—Partner, 3740 Daubert Rd., Northampton, PA 18067 and Lisa Heisler—Partner, 2509 W. Rock Rd., Allentown, PA 18103.

Feb. 8

NOTICE IS HEREBY GIVEN that a Certificate of Organization has been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of obtaining a Certificate of Organization for a fictitious name organized under the

provisions of Title 15, Corporations and Unincorporated Associations at 15 Pa. C.S.A. 8901 et seq., approved December 7, 1994, P.L. 703, No. 106(4).

The name of the fictitious name is:

KLAVER'S KUSTOMS

The Certificate of Organization has been filed on November 27, 2006.

Feb. 8

**CORPORATE FICTITIOUS NAME
REGISTRATION NOTICE**

NOTICE IS HEREBY GIVEN pursuant to the provisions of Act No. 295 of 1982 of intention to file, or the filing of, in the Office of the Secretary of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, a certificate for the conduct of a business in Pennsylvania under the assumed or fictitious name, style or designation of:

**LA BARCHETTA ITALIAN
FAMILY RESTORANTE**

with its principal place of business at: 4011 William Penn Highway, Easton, PA 18042.

The name and address of the entity owning or interested in said business is: Majael, LLC, 306 Poplar Street, Catasauqua, PA 18032.

The certificate has been filed on or about January 23, 2007.

HARRY NEWMAN, ESQUIRE
3897 Adler Place
Suite 180C
Bethlehem, PA 18017

Feb. 8

**ARTICLES OF AMENDMENT
NOTICE**

NOTICE IS HEREBY GIVEN that Articles of Amendment—Domestic Business Corporation were filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, on or about January 25,

2007 for the change of name of Michael Joyce & Associates, P.C., having an address of: 74 West Broad Street, Suite 320, Bethlehem, PA 18018, to: **JOYCEPAYNE PARTNERS, P.C.**

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

Feb. 8

NOTICE OF DISSOLUTION

NOTICE IS HEREBY GIVEN to all creditors and claimants of **Competitive Technologies of PA, Inc.**, a business corporation with a registered address of: 117 ATLSS Drive, Building H, Bethlehem, PA 18015, that the directors and shareholders have adopted a resolution that the corporation dissolve voluntarily and that the board of directors is now engaged in winding up and settling the affairs of the corporation under the provisions of Section 1975 of the Pennsylvania Business Corporation Law of 1988, as amended.

Competitive Technologies, Inc.
777 Commerce Drive
Suite 100
Fairfield, CT 06825
(203) 368-6044

Feb. 8

**IN THE NORTHAMPTON
COUNTY COURT
OF COMMON PLEAS
ORPHANS' COURT DIVISION**

The following Executors, Administrators, Guardians & Trustees have filed Accounts in the Office of the Orphans' Court:

ESTATE; Accountant
MARIE E. DICK; Joseph J. Hilton and Carla G. Szybist, Co-Executors
WILLIAM ERNST; Theresa Hogan, Guardian and Administratrix

DAVID OXFORD; Albert C. Hinton and Alice Zeigafuse, Co-Executors

MARGARET A. PAUL; Ruby Knerr and Carole J. Maurer, Co-Executrices

PAUL W. SANDT; Carol S. Gee, Executrix

RUTH E. SANDT; Francis C. Sandt and Robert J. Sandt, Co-Executors

JUNE R. THOMPSON; Paige Thompson Wendling and Keystone Nazareth Bank and Trust Company, Co-Executors

AUDIT NOTICE

All Parties interested are notified that an audit list will be made up of all Accounts and the said list will be called for audit at the Northampton County Government Center, Easton, PA on: WEDNESDAY, FEBRUARY 21, 2007 AT 9:00 A.M. IN COURTROOM #1.

Dorothy L. Cole
Clerk of Orphans' Court
Feb. 1, 8

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Feb. 8, 15, 22

LEGAL NOTICE

NOTICE OF ANNUAL MEETING
NOTICE IS HEREBY GIVEN that the Annual Meeting of the members of Nazareth Mutual Insurance Company will be held at the office of the Company, 114 South Main Street,

Nazareth, Pennsylvania, on Saturday, March 10, 2007, at ten o'clock A.M., local time, for:

- 1. Election of three directors, each to serve for a three-year term; and
- 2. The transaction of such other business as may properly come before the meeting.
- 3. Proxy ballots are available, may be obtained from the company by policy holder request and submitted prior to the above date.

Charles E. Houck
Chairman

Attest:

Charmaine E. Bartholomew,
Secretary
Preston W. Moritz, Esquire,
Attorney

Feb. 8, 15, 22

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

JURY TRIAL DEMANDED
JACLYN HENGSTENBERGER and
RYAN HENGSTENBERGER,
Plaintiffs

vs.

NEIL BECHTOLD,
NELSON QUINONES, and
JOSHUA CLINTON,

Defendants

File No. C-0048-CV-2006-007492

Nature of Action: The above action arises out of an automobile accident which occurred on October 1, 2004 on Route 22 West in Hanover Township, Northampton County, Pennsylvania, wherein the Plaintiffs suffered severe personal injuries for which they make claims for money damages for both economic losses and non-economic losses.

economic losses and non-economic losses.

**NOTICE TO ALL NAMED
DEFENDANTS**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you 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 YOU LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER. 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.

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

MICHAEL A. SNOVER, ESQUIRE
Attorney for Plaintiffs

2571 Baglyos Circle
Suite B25
Bethlehem, PA 18020
(484) 821-1005

Feb. 8

FINANCIAL BENEFITS OF PRESERVING YOUR LAND

On Wed., Feb. 21, Wildlands Conservancy will host a workshop for landowners and their advisors to discuss the recent federal tax incentives for land conservation. Michael Henry, Esq. will present and answer questions. Workshop will be held at 7-9 p.m., at the Pool Wildlife Sanctuary, 3701 Orchid Pl., Emmaus, PA.

Please contact Diane Matthews-Gehring at Wildlands Conservancy at 610-965-4397 x 20 or dgehringer@wildlandspa.org.

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NORTHAMPTON COUNTY REPORTER DIGEST—2007-2
RECENT DECISIONS OF THE COURTS OF COMMON PLEAS
OF NORTHAMPTON COUNTY

COMMONWEALTH OF PENNSYLVANIA v. ERIBERTO GONZALEZ

Omnibus Motion—Motion To Suppress—Constructive Possession

In the Court of Common Pleas of Northampton County, Pennsylvania, Criminal Division, No. 2005-1004.

Order of Court entered in favor of Commonwealth.

Robert Eyer, Esquire for Commonwealth.

Joseph P. Yanuzzi, Esquire for Defendant.

Order of Court entered on February 23, 2006 by F.P. Kimberly McFadden, Judge.

DESCRIPTION OF DECISION

Defendant filed an omnibus pretrial motion in the nature of a motion to dismiss and motion to suppress tangible evidence. Specifically, Defendant contends that the Commonwealth lacks sufficient evidence to support a prima facie case against Defendant. The Defendant contends that because he did not have controlled substances on his person, he did not possess the controlled substances found in two vehicles. Therefore, the Commonwealth must establish “constructive possession” to meet its burden. *Commonwealth v. Valette*, 531 Pa. 384, 613 A.2d 548 (1992). The Pennsylvania Supreme Court has defined “constructive possession” as “the ability to exercise a conscious domain over the illegal substance; the power to control the contraband and the intent to exercise that control.” *Id.* at 550.

Upon reviewing the evidence, this Court found that Defendant did not constructively possess the evidence found on the back seat of a Chevrolet Caprice, in which Defendant was a rear passenger along with other individuals, based on the reasonableness that another passenger discarded the marijuana after Defendant’s exit from the Caprice. We did, however, find that Defendant had controlled possession of the vial of marijuana found in the map compartment of the Caprice, given the totality of the circumstances. See *Commonwealth v. Bricker*, 882 A.2d 1008.

The next issue was whether the Defendant had constructive possession of the controlled substances found in the Grand Am. We held that he did, given that Defendant indicated he was in sole possession of the vehicle.

The last issue was whether the Commonwealth established sufficient evidence to sustain a conviction for criminal conspiracy. “An agreement can be inferred from a variety of circumstances including, but not limited to, the relation between the parties, knowledge of and participation in the crime, and the circumstances and conduct of the parties surrounding the criminal episode. These factors may coalesce to establish a conspiratorial agreement beyond a reasonable doubt where one factor alone might fail. An overt act need not be committed by the defendant; it need only be committed by a co-conspirator.” *Bricker*, supra. We held that the Commonwealth presented sufficient evidence to sustain a prima facie case of conspiracy.

**NEIL BRODT AND SANDRA BRODT H/W v. SCCI HOSPITALS OF
AMERICA D/B/A SCCI HOSPITAL-EASTON, EASTON HOSPITAL, AND
JOHN SHANNON GOLD, RRT**

Motion To Compel—Motion To Redepose—Motion To Dismiss—Pennsylvania Peer Review Protection Act

In the Court of Common Pleas of Northampton County, Pennsylvania, Civil Division, No. C0048CV2004-0669.

Order of Court entered in favor of Plaintiffs.

James E. Colleran, Esquire for Plaintiff.

Joseph M. Kelly, Esquire for Defendants SCCI Hospitals of America.

Peter Curry, Esquire for Defendant Gold.

Michael J. Blum, Esquire for Easton Hospital.

Order of Court entered on March 7, 2006 by F.P. Kimberly McFadden, Judge.

DESCRIPTION OF DECISION

Plaintiffs filed a medical malpractice action against Defendants as a result of Defendant Gold, a respiratory therapist at SCCI, allegedly removing duragesic patches from Plaintiff Neil Brodt, extracting the medication, and replacing the altered patches onto Plaintiff. As a result of the diversion of the Duragesic patches, Plaintiff was without sufficient medication and suffered pain.

Plaintiff filed a Complaint and attempted to seek discovery, yet was denied on the basis of the Peer Review Protection Act ("PRPA"), 63 P.S. 425.1 *et seq.* Pursuant to the PRPA, "The proceedings and records of a review committee shall be held in confidence and shall not be subject to discovery or introduction into evidence in any civil action against a professional health care provider arising out of the matters which are the subject of evaluation and review by such committee and no person who was in attendance at a meeting of such committee shall be permitted or required to testify in any such civil action as to any evidence or other matters produced or presented during the proceedings of such committee or as to any findings, recommendations, evaluations, opinions or other actions of such committee or any members thereof: Provided, however, That information, documents or records otherwise available from original sources are not to be construed as immune from discovery or use in any such civil action merely because they were presented during proceedings of such committee, nor should any person who testifies before such committee or who is a member of such committee be prevented from testifying as to matters within his knowledge, but the said witness cannot be asked about his testimony before such a committee or opinions formed by him as a result of said committee hearings." "Peer review," is defined as the procedure for evaluation by professional health care providers of the quality and efficiency of services ordered or performed by other professional health care providers, including practice analysis, inpatient hospital and extended care facility utilization review, medical audit, ambulatory care review, claims review, and the compliance of a hospital ... with the standards set by an association of health care providers and with applicable laws, rules and regulations.

Upon review of the PRPA, we concluded that the review of this occurrence was not "peer review," as services were not ordered nor were services performed. We held that this incident was an intentional disservice to Plaintiff, and that at the time of the diversion of Plaintiff's Duragesic patch, Defendant Gold was acting as a "rogue" em-

ployee. For these reasons, we granted Plaintiffs' motion to compel production of the documents.

We also held that should Defendant Gold choose not to testify, the court in any civil case may draw any adverse inference which is reasonable from the assertion of the privilege. *City of Philadelphia v. Kenny*, 369 A.2d 1343, 1349, *cert. denied*, *Kenny v. City of Philadelphia*, 434 U.S. 923 (1977).

**CURTIS W. DING AND MARIA W. DING, HUSBAND AND WIFE v.
CHESAPEAKE HOMES, LTD. AND FORKS LAND ASSOCIATES, INC.**

Demurrer—Insufficient Specificity—Failure To Conform to Law—Unfair Trade Practices and Consumer Protection Law

In the Court of Common Pleas of Northampton County, Pennsylvania, Civil Division, No. C0048CV2005009070.

Order of Court entered in favor of Plaintiff.

Theodore R. Lewis, Esquire for Plaintiff.

Jamie M. McFadden, Esquire for Defendants.

Order of Court entered on April 12, 2006 by F.P. Kimberly McFadden, Judge.

DESCRIPTION OF DECISION

Plaintiffs brought this action against Defendants as a result of an alleged willful and intentional breach of an Agreement of Sale entered into between Plaintiffs and Defendants as a result of Defendants' failure to complete improvements and construction of a home. Defendants filed preliminary objections in the nature of a demurrer, insufficient specificity and failure to conform to law.

Initially, Defendant, Forks Land Associates, asserted that because it was not a party to the Agreement, Plaintiffs' causes of action against it cannot be sustained. This Court relied on the rationale used by Judge Mellenberg of Lehigh County Court of Common Pleas, in which Judge Mellenberg held that a clause in the contract for sale of land which provides that the sole liability of the seller for nonperformance thereunder is for the return of the buyer's deposit does not give the seller "blanche exculpation from liability for willful breach of the contract." 6 D.&C. 3d 762 (1978). Relying on said rationale, this Court denied Defendant's objection thereto.

Defendants also claim that Plaintiffs' claim under the Unfair Trade Practices and Consumer Protection Law ("UTCPL") is insufficient to support a cause of action. We held that a plaintiff is not required to plead all the elements of fraud to sustain a claim. Moreover, we held that Plaintiffs pled with sufficient specificity to enable the Defendant to prepare a defense.

**AMY ROWSHANDEL FARLEY v. RICHARD KORCIUBA, BRENDA
GODOWN, COLDWELL BANKER HERITAGE REAL ESTATE, CHARLES
HANSON, WEICHERT REALTORS AND TIMOTHY R. WEIS**

Preliminary Objections—Demurrer—More Specific Pleading—Fraud—Economic Loss Doctrine—Gist of the Action

In the Court of Common Pleas of Northampton County, Pennsylvania, Civil Division, No. 48-CV-2005-2299.

Order of Court entered partly in favor of Defendants Weis, and Weichert and Charles Hanson and partly in favor of Plaintiff.

Richard J. Orloski, Esquire for Plaintiff.

Ralph J. Bellafatto, Esquire for Defendant Korciuba.

Blair H. Granger, David J. Scaggs, Esquires for Defendants Weichert Co. and Hanson.

Eugene J. Maginnis, Esquire for Defendants Godown and Coldwell Banker Heritage Real Estate.

Andrew J. Bellwoar, Esquire for Defendant Weis.

Order of Court entered on January 13, 2006 by F.P. Kimberly McFadden, Judge.

DESCRIPTION OF DECISION

Before the Court were preliminary objections filed by Defendant Timothy R. Weis and preliminary objections filed by Defendants Weichert Co. of Pennsylvania and Charles Hanson.

Defendant Weis asserted that Plaintiff failed to state a claim against Weis, in his capacity as zoning officer, regarding alleged knowing and willful conduct. We held that Plaintiff has not alleged any facts so as to overcome the immunity of a local agency or employee thereof. See 42 Pa. C.S.A. 8542. Moreover, "In order to prove 'willful misconduct,' as required to strip local agency employees of immunity from suit under Pennsylvania's Political Subdivision Tort Claims Act (PSTCA), it must be shown that actor desired to bring about result that followed, or at least that result was substantially certain to follow." *Verde v. City of Philadelphia*, 862 F.Supp. 1329 (ED. Pa. 1994). This Court believes that, although Plaintiff pled willful misconduct by Defendant Weis, Plaintiff is overreaching. The facts alleged by Plaintiff cannot support a cause of action for willful misconduct, so as to overcome immunity.

Defendants Weichert and Hanson (collectively referred to as "Weichert") argue that Plaintiffs claims of negligence are barred by the Economic Loss Doctrine and the Gist of the Action Doctrine and that no duty is owed to Plaintiff.

The Economic Loss Doctrine precludes recovery in negligence actions for injuries which are solely economic. *David Pflumm Paving & Excavating, Inc. v. Foundation Services, Co.*, 816 A.2d 1164, 1170 (Pa. Super. 2003).

The Gist of the Action Doctrine also bars recovery for tort claims (1) arising solely from a contract between the parties; (2) where the duties allegedly breached were created and grounded in the contract itself; (3) where the liability stems from a contract; or (4) where the tort claim essentially duplicates a breach of contract claim or the success of which is wholly dependent on the terms of a contract. *Etoll, Inc. v. Elias/Savion Adver., Inc.*, 811 A.2d 10, 19 (Pa. Super. 2002). "Tort actions lie for breaches of duties imposed by law as a matter of social policy, while contract actions lie only for breaches of duties imposed by mutual consensus agreements between particular individuals." *Id.* at 14. In the case at bar, Plaintiff averred that she has suffered damages due to the loss of use and enjoyment of the realty, as well as out of pocket losses as a result of paying mortgage for the uninhabitable property and rent on alternative housing. Therefore, Plaintiff is not claiming merely economic loss and, as such, her claims are not barred by the Economic Loss Doctrine.

Furthermore, Plaintiff's claims are not barred by the Gist of the Action doctrine, as the "gist of the action" against Defendant Weichert is in negligence. Both Plaintiff and Defendant Weichert concede that there is not a contract between them. Rather, the Agreement of Sale was between Plaintiff and Seller. As such, Plaintiff's claims are properly in tort.

In its second Preliminary Objection, Defendant Weichert asserts that Plaintiff's claim for intentional or fraudulent misrepresentations should be dismissed, as Plaintiff

cannot make out a claim for fraud due to the Integration clause, Parol Evidence Rule, and Unfair Trade Practices and Consumer Protection Law. Fraud must be alleged with particularity and must be sufficient to convince the court that the averments are not merely subterfuge. Pa. R.C.P. 1019(b). In order to plead fraud the following six elements must be alleged: (1) a representation; (2) which is material to the transaction at hand; (3) made falsely, with knowledge of its falsity or recklessness as to whether it is true or false; (4) with the intent of misleading another into relying on it; (5) justifiable reliance on the misrepresentation; and (6) the resulting injury was proximately caused by the reliance. *Youndt v. First Nat. Bank of Port Allegany*, 868 A.2d 539 (Pa. Super. 2005). We held that Plaintiff has properly pled a cause of action in intentional or fraudulent misrepresentation.

Defendant Weichert's final Preliminary Objection is a Motion to Strike Count Eleven, or in the alternative, a Motion for More Specific Pleading. To properly plead a cause of action for negligent misrepresentation, a Plaintiff must aver: 1) a misrepresentation of a material fact; 2) made under circumstances in which the misrepresenter ought to have known its falsity; 3) with intent to induce another to act on it; and 4) which results in injury to a party acting in justifiable reliance on the misrepresentation. *Bartz v. Noon*, 729 A.2d 555, 561 (Pa. 1999). We held that Plaintiff has properly pled a cause of action for negligent misrepresentation and Defendant Weichert's preliminary objections based thereon are denied.

**CHARLES FERNANDEZ v. TAX CLAIM BUREAU OF
NORTHAMPTON COUNTY v. JOHN HEILMAN AND
MARY ANN HEILMAN A/K/A MARY HEILMAN**

Petition To Set Aside Judicial Sale—Statute of Limitations—Reasonable Efforts To Notify

In the Court of Common Pleas of Northampton County, Pennsylvania, Civil Division, No. C0048CV2004005700

Order of Court entered in favor of Defendant.

William P. Coffin, Esquire for Plaintiff.

Christopher T. Spadoni, Esquire for Defendant, Tax Claim Bureau of Northampton County.

Bruce A. Thomas, Esquire for Intervenors, John and Mary Ann Heilman.

Order of Court entered on July 12, 2006 by F.P. Kimberly McFadden, Judge.

DESCRIPTION OF DECISION

On May 13, 2005, Charles Fernandez petitioned to set aside a judicial sale nunc pro tunc, as a result of his property being sold at tax upset sale to the Intervenors, John and Mary Ann Heilman. The issues before this Court were 1) whether Fernandez's petition was within the allotted time to set aside a judicial sale and 2) whether Fernandez received sufficient notice of the aforementioned sale.

We held that 72 P.S. 5860.607 of the Real Estate Tax Sale Law, which provides for objections or exceptions to be filed within thirty days, pertains only to tax upset sales and not judicial sales. In so holding, we found that 42 Pa. C.S.A. 5522(b)(5) was the applicable statute in that an action or proceeding to set aside judicial sale of property must be commenced within six months. Therefore, we held that Fernandez's petition was filed within the allotted time to set aside a judicial sale, as the sale occurred in January 2005 and Fernandez's petition was filed in May 2005.

In determining whether Fernandez received sufficient notice, we took note that due process is strictly required before depriving an individual of his property. *Difenderfer v. Carbon County Tax Claim Bureau*, 789 A.2d 366, 368 (Pa. Cmwlth. 2001). Pursuant to 72 P.S. 5860.607(a), when a tax claim bureau fails to locate an individual to notify him of the impending sale, the bureau must exercise reasonable efforts to discover the whereabouts of such person. Upon reviewing the evidence, we initially determined that Fernandez received actual notice that his real estate taxes were delinquent and that if he failed to pay said taxes his property would be sold without his consent. We also found that the bureau exercised reasonable efforts in its attempt to notify Fernandez of the impending tax upset sale and judicial sale. The bureau was not required to make extraordinary efforts to find the owner of the property. *In Re Tax Claim Bureau of Beaver County*, 600 A.2d 650 (Pa. Cmwlth. 1991).

**THE STROBER ORGANIZATION T/D/B/A STROBER BUILDING SUPPLY
AND STROBER HADDONFIELD GROUP, INC. v. MSG ASSOCIATES, INC.
AND ITS RELATED AND SUCCESSOR ENTITIES MICHAEL GOFFREDO**

Preliminary Objection—Demurrer—More Specific Pleading—Fraud—Personal Guarantee

In the Court of Common Pleas of Northampton County, Pennsylvania, Civil Division, No. 48-CV-2005-5172.

Order of Court entered partly in favor of Defendants MSG Associates, Inc. and Michael Goffredo and partly in favor of Plaintiff.

Larry L. Miller, Esquire for Plaintiff.

Domenic P. Sbrocchi, Esquire for Defendants.

Order of Court entered on January 13, 2006 by F.P. Kimberly McFadden, Judge.

DESCRIPTION OF DECISION

Defendants contend in their Preliminary Objections that Count II of Plaintiffs' Amended Complaint should be stricken, or in the alternative Plaintiffs should be required to plead fraud with particularity so as to enable Defendants to respond.

Our Rules of Civil Procedure require that averments of fraud must be alleged with particularity and must be sufficient to convince the court that the averments are not merely subterfuge. Pa. R.C.P. 1019(b). In order for fraud to be alleged with particularity two conditions must be met: first, the pleadings must adequately explain the claim to the opposing party so as to permit him to prepare a defense, and second, they must be sufficient to convince the court that the averments are not mere subterfuge. *Bata v. Central-Penn National Bank*, 423 Pa. 373, 224 A.2d 174, 179 (1966). Further, allegations of fraud must consist of more than legal conclusions. *Borelli v. Barthel*, 205 Pa. Super. 442, 211 A.2d 11, 14 (1965). In order to plead fraud the following six elements must be alleged: (1) a representation; (2) which is material to the transaction at hand; (3) made falsely, with knowledge of its falsity or recklessness as to whether it is true or false; (4) with the intent of misleading another into relying on it; (5) justifiable reliance on the misrepresentation; and (6) the resulting injury was proximately caused by the reliance. *Mundt v. First Nat. Bank of Port Allegany*, 868 A.2d 539 (Pa. Super. 2005).

We found that Plaintiffs' allegations met the elements of fraudulent misrepresentation and were sufficiently particular to survive preliminary objections as to Defendant MSG Associates. However, generally, "[s]hareholders, officers and directors are not held liable for the corporation's breach of a contract, absent an establishment of

participation theory or the successful assertion of the equitable doctrine of piercing the corporate veil.” *First Realvest, Inc. v. Avery Builders, Inc.*, 410 Pa. Super. 572, 576 (1991). Plaintiffs have not presented an argument as to why Defendant Goffredo should be liable under the participation theory or doctrine of piercing the corporate veil. Therefore, Defendants’ Preliminary Objection in the nature of a Demurrer to Plaintiffs’ claim against Defendant Goffredo individually is granted.

Defendants also argue that Count IV of the Amended Complaint, which seeks to impose personal liability upon Defendant Goffredo individually, should be dismissed, given the language in a “personal guarantee.” We held that nothing in the language provides that Defendant Goffredo is acting as surety or agrees to be personally liable in the event of default.