

*Erie  
County  
Legal  
Journal*

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Skiff, et al. v. Keim

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# Erie County Legal Journal

*Reporting Decisions of the Courts of Erie County  
The Sixth Judicial District of Pennsylvania*

Managing Editor: Heidi M. Weismiller

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# Erie County Bar Association

## Calendar of Events and Seminars

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### **THURSDAY, FEBRUARY 20, 2014**

*Family Law Section Happy Hour*  
Tap House  
4:30 - ?

Cash Bar - Appetizers will be provided by  
ECBA Family Law Section  
*RSVP to Melissa L. Pagliari*

### **THURSDAY, FEBRUARY 27, 2014**

ECBA Live Lunch-n-Learn Seminar  
*Annual Criminal Law Update*  
Bayfront Convention Center  
12:15-1:45 p.m. (11:45 a.m. reg./lunch)  
\$53 (ECBA member / non-attorney staff)  
\$80 (non-member) \$37 (Member Judge)  
1.5 hours substantive

### **MONDAY, MARCH 24, 2014**

ECBA Live Lunch-n-Learn Seminar  
*PFA: After the Order*  
Bayfront Convention Center  
12:15-1:45 p.m. (11:45 a.m. reg./lunch)  
\$53 (ECBA member / non-attorney staff)  
\$80 (non-member) \$37 (Member Judge)  
1.5 hours substantive

### **FRIDAY, MARCH 28, 2014**

ECBA Event  
*An Open Forum with the Bankruptcy Judges*  
The Erie Club  
12:00 - 1:30 p.m.  
\$18/person (buffet lunch)  
NO CLE

### **THURSDAY, APRIL 3, 2014**

ECBA Live Seminar  
*Calculating New Disposable Income  
for the Business Owner*  
The Erie Club  
3:30 - 5:00 p.m. (3:00 p.m. reg.)  
Seminar followed by a Happy Hour sponsored by Richard  
F. Brabender, Esq. of Brabender Mascetta Clark, LLC  
\$53 (ECBA member / non-attorney staff)  
\$80 (non-member) \$37 (Member Judge)  
1.5 hours substantive

To view PBI seminars visit the events calendar on the ECBA website  
<http://www.eriebar.com/public-calendar>



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**BERNARD SKIFF and SHIRLEY SKIFF EXECUTRIX OF THE ESTATE  
OF C. BLAIR SKIFF, DECEASED, Plaintiffs**

**v.**

**ARIE KEIM, Defendant**

*CONTRACTS / STATUTE OF FRAUDS*

The Statute of Frauds is implicated where parties intend to create a lease of real estate with a term that would likely last more than three years.

*CONTRACTS / STATUTE OF FRAUDS*

The Statute of Frauds requires a lease of real estate for a term in excess of three years to be in writing and signed by all parties, which includes all record title owners or their respective agents lawfully authorized in writing.

*CONTRACTS / STATUTE OF FRAUDS*

Where a tenancy is not memorialized in a writing which satisfies the requirements of the Statute of Frauds, the lease is at-will only unless the tenancy has continued for more than one year, in which case the tenancy is year-to-year.

*CONTRACTS / STATUTE OF FRAUDS / RATIFICATION*

A party may not interpose the Statute of Frauds as a defense where that party has ratified the agreement, in which instance the ratification must be in writing.

*CONTRACTS / STATUTE OF FRAUDS / RATIFICATION*

In response to Plaintiffs’ argument that there was no formal written ratification, the Court concludes that the evidence as a whole, including the relationship between the parties, the circumstances known to the lessors, their acceptance of the benefits of the agreement, and documents signed by or created on behalf of the lessors, establishes a ratification.

*AGENCY / ACCEPTANCE / BENEFITS AND OBLIGATIONS*

A principal manifesting an intent to accept a transaction must accept the transaction in its entirety, including the obligations as well as the benefits; Restatement (Second) of Agency, § 96, Comment A.

*CONTRACTS / STATUTE OF FRAUDS / RATIFICATION*

Where property co-owned by two brothers was leased by one of the brothers prior to his death, and the other brother and the executrix of the leasing brother’s estate accepted payments from the lessee of the farm property, had allowed the now deceased brother complete authority to operate the farm, were aware the lessee was operating the farm and, as concluded by the Court, understood that the farm had been leased, their actions and knowledge of the circumstances constitute ratification.

*CONTRACTS / STATUTE OF FRAUDS / RATIFICATION*

Written evidence of the intention of the surviving brother and the executrix to ratify the lease agreement is found in the form of checks from the lessee for payment of rent, which checks were negotiated by the surviving brother and the now-deceased brother’s wife, as well as in correspondence and an inventory prepared by counsel for the brother and the executrix, which inventory recognized the lessee’s lifetime interest so as to obtain a tax advantage.

*CONTRACTS / STATUTE OF FRAUDS / LEASEHOLD INTEREST*

The Court’s determination that the lease agreement for the life of the lessee was ratified does not serve to divest the brother of his interest in the property or to dispossess either the brother or the executrix from the property.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA  
CIVIL DIVISION NO. 12941-2008

Appearances: Richard E. Filippi, Esquire, Attorney for Defendant Bernard Skiff  
Neal R. Devlin, Esquire, Attorney for Defendants Shirley Skiff and the  
Estate of C. Blair Skiff  
Matthew Fuchs, Esquire, Attorney for Defendant Arie Keim

**DECISION**

Cunningham, J.

A bench trial has been held to determine the legal rights of the parties regarding a dairy farm which has been owned for decades by C. Blair Skiff (“Blair”) and his older brother Bernard Skiff (“Bernard”). By a Purchase and Rental Agreement (“Agreement”), Blair sold dairy cows to the Defendant, Arie Keim (“Keim”) and purported to lease the dairy farm to Keim. The validity of the lease to Keim is the dispute herein. At issue is whether Blair had the legal authority to enter into a lease within the Agreement with Keim and whether Bernard and Blair’s widow ratified the Agreement. For the reasons that follow, this Court finds the Agreement was ratified thereby granting Keim a leasehold interest in the dairy farm.<sup>1</sup>

**BACKGROUND**

On or about December 6, 1962, Blair and Bernard Skiff purchased a 134 acre dairy farm outside of Corry, Pennsylvania from their mother, Lula Skiff. The deed was conveyed to the brothers as tenants in common.

Over time, the brothers purchased additional parcels for their farming operation. On June 22, 1967, Blair and Bernard bought a 50 acre parcel as tenants in common. A third parcel was purchased on April 26, 1977 containing two acres with title taken as tenants in partnership. A final parcel was purchased on January 31, 1979 consisting of 67.66 acres. The grantees were Bernard, Blair and Blair’s first wife, Kathleen, as tenants in common.<sup>2</sup>

From the time of their purchase of the original farm in 1962 until the late 1960’s, Blair and Bernard worked the farm together on a full-time basis. In the late 1960’s, Bernard found full-time work off the farm as a Ford mechanic and later became a Ford dealer. From the late 1960’s until 1982, Bernard worked on a part time basis on the farm and was paid a salary by Blair of \$100 a month.

Sometime in 1982, Bernard completely stopped working on the farm because of the time demands of his Ford dealership and more importantly, the need to take care of his wife who had contracted cancer. After 1982, Bernard was not involved in any capacity working on the farm.

Bernard’s absence did not affect the farm operations because Blair had been in charge of all aspects of the farm since the late 1960’s. For his entire work life, Blair’s livelihood was working the dairy farm.

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<sup>1</sup> The lawyers in this case are commended for their outstanding work in preparing and presenting this case. The written and oral advocacy has been exemplary.

<sup>2</sup> The dispute regarding ownership of this 67.66 acre parcel is pending before the Orphans’ Court of Erie County and is not a matter in controversy before this Court.

Since the late 1960's, Blair had the authority to make all decisions necessary to operate the dairy farm. Blair bore all of the business risks of the farm. Blair paid all of the expenses of the farm. For tax purposes, all income, expenses and losses associated with the farming operations were attributed to Blair.

It was Blair who bought and sold livestock. It was Blair who bought and/or repaired equipment. It was Blair who negotiated the sale of the dairy milk. It was Blair who hired and/or fired any farmhands. Blair made all of these decisions without needing to consult with Bernard.

The record is devoid of any instance when Bernard objected to a decision Blair made about farm operations during Blair's lifetime. For example, prior to the Agreement entered into with Keim, Blair sold some fifty cows and/or heifers at an auction with the proceeds going to Blair and not Bernard. There was no objection by Bernard to the authority of Blair to engage in this transaction or the disposition of the proceeds.

In 1985, Blair leased the oil and gas rights to their 67.66 acre parcel to Park-Ohio Energy, Inc. without Bernard's written consent or signature. Bernard has never challenged Blair's authority to enter into the lease nor the validity of the lease. Any revenue from this oil and gas lease went to Blair.

Over the years, Bernard and Blair discussed major purchases of equipment and/or repairs to the barn. There were times they borrowed money to make repairs to the barn or to purchase farm equipment. The brothers consolidated these loans into a mortgage through Northwest Savings Bank in October, 2002. *See Plaintiff's Exhibit 7*. Blair and Bernard were the mortgagors. All payments on the mortgage were made by Blair until July 1, 2005 when Keim began making the payments pursuant to the Agreement. This mortgage has been fully satisfied by Keim.

In 1988, Keim began working as a housekeeper for Shirley Skiff, Blair's second wife ("Shirley" is also a Plaintiff herein as Executrix of Blair's estate). Keim became a de facto family member and often joined the Skiff family for holidays and other family events.

In 1989, Keim began working on the dairy farm full-time under the auspices of Blair. She learned how to perform all farm-related responsibilities. Keim plowed, planted and harvested crops. Blair taught her how to weld and repair farm equipment and machinery. Fortunately for Blair he trained Keim to take over the farm operations when his health made it very difficult to do so.

Blair's arthritis worsened with age. Eventually Blair had both of his knees replaced. He had separate operations on his hands and a shoulder. He also underwent heart surgery. During the times when Blair was physically unable to work, Keim assumed all of the duties of the farm operations.

It is undisputed that Blair and Keim entered into the Agreement on June 17, 2005. *Plaintiff's Exhibit 4*. The Agreement covers two transactions. In the first transaction, Blair sold Keim fifty heifers in exchange for Keim's promise to pay the balance of \$49,005.00 owed on a mortgage to Northwest Savings Bank with Blair and Bernard as mortgagors. In the second transaction, Blair leased to Keim 300 acres of farmland, a barn and farm equipment. As rent, Keim was to pay one half of the real estate taxes, all of the liability and hazard insurance and all but \$100 of the electric bill. The lease was to commence on July 1, 2005 and last as long as Keim paid the rent.

The following parts of the Agreement are uncontested by the parties. Blair sold Keim fifty heifers. As consideration for the heifers, Keim was to satisfy the mortgage held by Northwest Savings Bank. The fair market value of the fifty heifers was equivalent to the remaining balance on the Northwest Savings Bank mortgage, in other words, it was a fair trade.

In addition, Keim became obligated to pay one half of the real estate taxes, pay the entire cost of hazard and liability insurance and part of the electric bill. Bernard and Shirley admit knowing about these terms prior to Blair's death and have accepted Keim's payments for all of these items since 2005. What Bernard and Shirley dispute is whether the Agreement also conveyed to Keim a lease for the 300 acres of farm land, one barn and the farm equipment.

It is uncontroverted that since July 1, 2005, Keim has paid off the mortgage owed by the brothers to Northwest Savings Bank. Likewise, she has paid for all of the hazard and liability insurance, one half of the real estate taxes and her share of the electric bill since July 1, 2005.

After entering into the Agreement, Keim assumed responsibility for all operations of the farm and care of the farm animals. She no longer was on Blair's payroll. Instead, she earned her livelihood from the farm operations. Keim has filed federal tax returns since 2006 as the lessee of the farm. These tax returns reflect her income and expenses, including depreciation of the farm equipment.

Keim has never excluded Bernard or Shirley from the farm property or interfered with their use of the farm. Bernard and Shirley harvested timber from the property after Blair's death and kept the proceeds from the timber sale. Keim did not ask for nor receive any of the timber revenue.

Shirley continues to lease the farmhouse on the property. Keim receives no rental income from the farmhouse nor does she object to Shirley's use of the farmhouse.

Keim does not receive any income from the oil and gas lease entered into by Blair with Park-Ohio Energy, Inc. Those monies, if any are owed, are payable to Bernard and Shirley without objection from Keim.

After Blair died, Bernard had a water well drilled to service the farmhouse and therefore relieved Bernard and Shirley of any water bill for the farm operations. Keim did not oppose or prevent this well from being dug.

After Blair died, Bernard had a separate electric meter installed on the farmhouse so the electric bills were separated. Keim did not object to or oppose Bernard's actions. To Bernard's knowledge, this means that Keim pays for all electric used in the farm operations. It also means that Bernard and Shirley likely have electric bills of less than \$100 per month which is a better situation for them.

From 2005 to 2010, Bernard kept his horse "Babe" on the dairy farm at no expense to Bernard. Keim bore all of the time and expenses of caring for Bernard's horse.

### **PROCEDURAL HISTORY**

On June 18, 2008, Bernard filed a complaint against Keim setting forth causes of action under theories of Ejectment, Rents and Profits, Unjust Enrichment, Quiet Title and Partition. After Preliminary Objections were filed, Bernard filed an Amended Complaint on August 26, 2008.

Keim filed a second set of Preliminary Objections. Plaintiff, Shirley Skiff, Executrix of Blair's Estate, joined Bernard in filing a second Amended Complaint. The sole count in the second Amended Complaint is an action in Ejectment seeking to remove Keim from the farm and requesting the fair rental value of the property.

Keim filed an Answer and New Matter to Plaintiff's second Amended Complaint. Thereafter, Keim filed a first Amended Answer, New Matter and Counterclaim to Plaintiff's second Amended Complaint.

The Plaintiffs contend that Blair did not have any written authority to enter into a lease with Keim, nor did the Plaintiffs ratify the lease in writing, therefore the lease expired on June 24, 2009. Plaintiffs seek ejectment and recovery of the rental value of the farm since June 24, 2009 (which is one year after the service of this lawsuit on Keim).

Keim's position is that Blair had the authority to make binding agreements regarding the dairy farm. The Plaintiffs have always accepted all of the benefits of the Agreement. Keim operates the farm at no cost to the Plaintiffs and without interfering with the Plaintiffs use of the farm. Keim argues the Plaintiffs have ratified the Agreement by their conduct and a series of documents. Therefore Keim maintains the Agreement granted her a leasehold interest in the dairy farm. If there is no binding leasehold interest, then Keim's Counterclaim seeks damages from the Plaintiffs based on her justifiable reliance on the Agreement.

### **STATUTE OF FRAUDS**

The parties agree Blair and Keim intended to create a lease with a term that would likely last more than three years and thus the Statute of Frauds is implicated. In relevant part, the Statute of Frauds provides:

Real property, including any personal property thereon, may be leased for a term for more than three years by a landlord to a tenant or by the respective agents lawfully authorized in writing. Any such lease must be in writing and signed by the parties making or creating the same, otherwise it shall have the force and effect of a lease at will only and shall not be given any greater force or effect either in law or equity, notwithstanding any consideration therefore, unless a tenancy is continued for more than one year and the landlord and tenant have recognized its rightful existence by claiming and admitting liability for the rent, in which case the tenancy shall become one from year to year.

68 P.S. §250.202.

The Statute of Frauds requires the lease to be in writing and signed by all parties. In the case of the lessor, the lease needs to be signed by all record title owners or their respective agents who are "lawfully authorized in writing." *Id.*

In this case, the Agreement was in writing but not signed by the Plaintiffs nor is there any written document authorizing Blair to sign the Agreement on behalf of the Plaintiffs.

The Plaintiffs concede that Keim's tenancy existed for more than one year prior to this lawsuit, which converts the lease from a lease at will to a year-to-year lease. According to the Plaintiffs, this lawsuit constituted Keim's notice to vacate the premises on June 24, 2009, which was one year from the date that Keim was served with the Complaint. The Plaintiffs seeks monetary damages from June 25, 2009 to the present.

### RATIFICATION

The Statute of Frauds cannot be interposed by a party who did not sign a lease but who subsequently ratified it. A ratification of a lease has to be in writing. *Ripple v. Pittsburgh Outdoor Advertising Corporation*, 280 Pa. Super 121, 421 A2d. 435 (1980).

The Plaintiffs argue they have not ratified the lease to Keim in writing. However, this Court finds that the relationship between the parties, the circumstances known to the Plaintiffs, the Plaintiffs' acceptance of all of the benefits of the Agreement and the documents created or signed by the Plaintiffs constitute their ratification of the Agreement, including the lease to Keim.

As a threshold matter, this Court does not accept the Plaintiffs' attempt to parse out of the Agreement which terms are ratified. In so doing, the Plaintiffs want the focus of this case to be only on the lease provisions of the Agreement, i.e., to look at the lease in a vacuum. However, Bernard and Shirley cannot accept all of the benefits of the Agreement and reject their sole obligation created by it.

The issue then is whether Bernard and Shirley ratified the Agreement, not simply whether they ratified the lease in writing. This analysis begins with the manner in which the parties did business.

From 1962 until the late 1960's, Blair and Bernard were equally active partners in the farm operations. In the late 1960's, Bernard made a conscious decision to engage in full-time employment off the farm. Bernard's work on the farm was gradually reduced through 1982. By his own admission, after 1982, Bernard did not work on the farm at all.

Bernard's departure left Blair in control of the farm operations. The decisions affecting the farm operations were made by Blair without the need for the consent of Bernard. This was because Blair had assumed all of the business risks of running the farm. It remained Blair's sole livelihood while Bernard was involved in the car business.

To Bernard's credit, there were times he provided input into farm operations and co-signed for various loans to benefit the farm. However, payment of all of the loans was the responsibility of Blair and not Bernard.

There is no evidence of any occasion where Bernard challenged Blair's authority to make any decision during Blair's lifetime. There were opportunities for Bernard to do so, for example, when Blair sold cows and kept the proceeds or when Blair entered into an oil and gas lease without Bernard's signature. Also, all of the expenses of the farm operations were paid by Blair and not Bernard. Based on the trial record, the only objection Bernard expressed to Blair was his belief Keim should be paying more of the electric bill.

To Bernard's knowledge, his younger brother Blair had increasingly significant health problems which made it difficult to manage the farm. Bernard was also aware that Keim was doing everything to keep the farm functioning.

From Blair's perspective, he had been running the farm since the late 1960's. Because of poor health, he could no longer run the farm and his older brother Bernard had been out of the farming picture since 1982. The business relationship between the brothers permitted Blair to make unilateral decisions about the farm because it was his livelihood. Blair groomed Keim to take over the farm. Hence, it made sense from Blair's viewpoint to enter into the Agreement with Keim because he benefitted from her assumption of most of his farm bills.

The Agreement was consistent with past decisions Blair made which resulted in a financial benefit only to Blair. Bernard acquiesced to those decisions. The likely alternative for Blair was to cease the dairy farm operations without any source of revenue to him.

From Keim's perspective, Bernard had never been part of the farming operation. Bernard ceased any involvement with the farming operations since 1982, some seven years before Keim became a farmhand. It is plausible that Keim did not know that Bernard was a title holder to the farm property since he was not involved in the farming operations during her time leading up to the Agreement. In this respect, Keim's observations were consistent with that of Rita Caulder, who lived across the street from the farm property since 1974 and never observed Bernard performing any work on the farm.

Neither Blair nor Keim appeared to be sophisticated in business. Understandably, Blair and Keim relied on Attorney Carney in preparing the legal agreement to effectuate their intent. They accepted the Agreement and abided by its terms until Blair's death. To the Plaintiffs' knowledge, Keim continues to fulfill all of her financial obligations under the Agreement.

Keim was no stranger to Bernard and Shirley. She had become part of the Skiff family. She proved capable of running the farm. To his credit, Bernard and his wife sent Keim a Christmas card in December, 2006, shortly after Blair's death, recognizing her work in the barn. *See Plaintiff's Exhibit 2.*

Bernard and Shirley admitted they knew Keim was operating the farm prior to Blair's death. Neither Bernard nor Shirley objected to Blair about Keim's operation of the farm or Keim's care of the farm equipment and cattle. Nor did they object to Blair about Keim's payments of the farm expenses, taxes, insurance or electric bill.

Prior to Blair's death, Shirley told Keim what Keim owed for the electric bill, real estate taxes and liability insurance. Keim paid Shirley by bank checks for these expenses. This same arrangement continued after Blair's death. At some point, Keim began making these payments to Bernard.

Bernard's contention that he never gave his consent in writing for Blair to enter into the Agreement with Keim is consistent with their business practices. The reality is that Blair and Bernard never reduced their working arrangements to writing. Despite their decades together, there was no written partnership agreement between the brothers. There was no filing of a fictitious partnership name. There was no federal tax identification number and no partnership tax returns were ever filed. By their conduct since the late 1960's, there was no need for the brothers to formalize their legal relationship by written documents.

### **UNTENABLE DENIAL**

Bernard and Shirley want this Court to believe that while they knew all of the terms of the Agreement that benefitted them, they were not aware of the Agreement or lease provision with Keim prior to Blair's death. For a host of reasons, Bernard and Shirley are not credible on this point.

Beginning with Bernard, he strikes a posture of claiming to be abreast of all matters involving the farm operation, including all of the favorable benefits he was receiving, yet at the same time, he was unaware of the purported lease with Keim. His denial is inconsistent with his relationship with Blair.

According to Bernard, he was "always in contact with Blair" even after 1982 when he

quit working on the farm. Given their history together, Blair and Bernard always had an open dialogue about farm operations. Bernard was willing to co-sign on debt incurred on the farm, affirming his consent to what Blair was doing. Bernard knew the farm was Blair's livelihood and did not object to Blair receiving revenue from the oil and gas lease. Nor did Bernard object to Blair selling roughly half of their cattle herd at an auction and keeping the proceeds.

During Blair's lifetime, there is no evidence of any rifts, arguments or feuds between Blair and Bernard. At the time of Blair's death on November 27, 2006, the brothers still had an amiable relationship. There is no evidence that Blair ever hid any business matter from Bernard.

Bernard knew that since 1982, he had no active part in doing farm work. Bernard is older than Blair. In 2005/2006, Bernard would have been in his mid-seventies and did not have any interest in taking over the farm.

Bernard was well aware of Blair's declining health and inability to do some of the farm work. At the same time, Bernard was aware of the increasing role that Keim was playing in operating the farm prior to Blair's death.

Bernard testified that he knew and consented to the sale of the fifty heifers by Blair to Keim in exchange for Keim's agreement to pay off the balance of the Northwest Savings Bank Mortgage. Bernard acknowledged this was an exchange at fair market value, i.e., the heifers had a value equivalent to the mortgage balance. Bernard also knew that this transaction was favorable to him since it relieved him of his debt on the mortgage. This Court is hard-pressed to believe that in the course of discussing this transaction of the heifers that Blair did not mention the Keim lease arrangement to Bernard.

What is more telling is the fact that Bernard knew that the sale of these heifers to Keim meant that Blair had sold all of the remaining cattle for the dairy farm. Bernard is not naive. Bernard knew that Blair could not continue as a dairy farmer without any cattle. The proceeds from the sale to Keim went to pay off an existing debt and did not provide an influx of capital to buy new cattle. At that point in time, Blair had retired from being a dairy farmer.

Hence, it is inconceivable that there were no discussions between Blair and Bernard between June 17, 2005 when the Agreement was entered, and November 27, 2006 when Blair died, about the future of the dairy farm. In this seventeen-month window of time, during which Bernard and Blair continued to have frequent contact, Blair's health was declining, Bernard and Blair had no more cattle and Keim was operating the farm, Bernard, with his decades of business acumen, was savvy enough to discuss with Blair any plan in place for the operation of the farm, particularly since neither he nor Blair were then in a position to continue the farm operations.

There is more compelling evidence to reach this conclusion. Prior to Blair's death, Bernard and Shirley became aware of the fact that Keim started paying one half of the real estate taxes for the farm, all of the liability and hazard insurance for the farm and all but \$100 of the electric bill. Bernard attempted to justify accepting these payments because there were "farm expenses that needed to be paid." This answer begs the question which certainly Bernard posed to Blair regarding why Keim is now paying these bills.

There is no plausible reason for Keim to be paying these expenses other than the fact that

it was in consideration for her use of the farm. Bernard and Shirley do not characterize these payments as gifts nor provide any reason why Keim pays these bills. Common sense leads to the inescapable conclusion Keim was receiving something of value in return for her payments.

Shirley is similarly situated to Bernard because she had firsthand observations of her husband's declining health, knew that Blair had sold all of his heifers to Keim, knew that Keim was running the farm and paying on the taxes, insurance and electric bill. Bernard and Shirley also offer no explanation why Blair would have kept the Agreement a dark secret for seventeen months from his wife and brother (with whom he had been in business for decades).

The attempted denial by Bernard and Shirley of any discussion with Blair or knowledge of the Agreement prior to Blair's death is simply not credible.

Bernard contends that Blair's act in entering the Agreement was unauthorized because the lease of the dairy farm was outside the usual business of the partnership. According to Bernard, the business of the partnership was farming, not leasing the partnership assets. This argument is unpersuasive.

This was not the first time that Blair leased some of their acreage without Bernard's signature. As Bernard knows, Blair entered into an oil and gas lease for one of their parcels. Bernard has never challenged Blair's authority to sign the oil and gas lease or disputed the fact any lease revenue went to Blair.

Moreover, Bernard loses sight of the context of the Agreement. At the time the Agreement was entered, Blair could no longer work the farm and Bernard had no interest in working the farm. By entering into the lease agreement with Keim, Blair allowed their dairy farm to continue as a dairy farm and derive income from Keim's rent. Blair's ability to lease the farm allowed him to continue to generate revenue as he had done with the consent of Bernard since the late 1960's.

Blair was also leasing the dairy farm to someone he trained and trusted. As evidenced by the Christmas card in 2006, Bernard also trusted Keim's work on the farm. Bernard and Shirley never expressed any concerns to Blair about Keim's work. Without the Agreement, the partnership business of farming could have ceased.

Bernard and Shirley are willing to accept all of the benefits of the Agreement without suffering any of the burdens. Their position is untenable. As stated by the Superior Court:

The purported principal must take the transaction in its entirety, with the burdens as well as the benefits... If he manifests that he does not intend to affirm the transaction or to receive the benefits unless he can do so without assuming the obligation, he does not thereby ratify the transaction or any portion of it; except if he brings or maintains an action upon, or received or retains benefits of, an unauthorized transaction with knowledge of the facts, such conduct constitutes an affirmation of the entire transaction irrespective of a manifestation of intent not to be bound by the liability it imposes, if the other party elects to treat it as such."

Comment A to §96 of the Restatement (Second) of Agency cited w/approval by *Sterl v. Galiardi Coal and Coke Company*, 77 A.2d 669, 673 (Pa. Super 1951).

By retaining all of the benefits of an "unauthorized" transaction with knowledge of all

of the facts after Blair's death, if not before, Bernard and Shirley must take the transaction in its entirety, meaning they are bound by all of the terms of the Agreement including the lease to Keim. Bernard and Shirley cannot accept all of the benefits of the Agreement while disavowing the only obligation created by it. Accordingly, Bernard and Shirley are deemed to have ratified the entire Agreement, including the Keim lease.

### **WRITTEN RATIFICATIONS**

There are a variety of written documents signed or created by Bernard and Shirley manifesting their intention to ratify the Agreement, including the lease provision to Keim.

These documents begin in 2005 prior to Blair's death. In the seventeen-month window of time between the Agreement and Blair's death, Bernard and Shirley accepted payments from Keim for the real estate taxes, insurance and the electric bill. These payments were all made by bank checks from Keim.

Prior to Blair's death, every time Bernard and/or Shirley received one of these checks from Keim, they had an opportunity to inquire of Blair as to why Keim was paying these bills. Bernard and/or Shirley then had to decide whether to negotiate each of Keim's checks. Their decision to negotiate each of these checks prior to Blair's death constitutes their ratification of Keim's lease. There is no explanation for the purpose of these checks other than it was rent as described in this Agreement. Keep in mind, the heifers were paid for by the satisfaction of the Northwest Savings Bank mortgage. Hence, there is no other reason for the additional consideration being paid by Keim with no end date in sight for these payments.

Shortly after Blair's death when Bernard and Shirley purport to learn for the first time of the Agreement and lease with Keim, they sought legal counsel. Both Bernard and Shirley testified they retained the services of Attorney Robert Bailey regarding the administration of Blair's estate. Bernard and Shirley went to Attorney Bailey "to get this resolved" referring to the lease provisions of the Agreement.

After consulting with Attorney Bailey, Bernard and Shirley continued to accept Keim's checks for payment on the taxes, insurance and electric bill. Every time Bernard or Shirley cashed one of Keim's checks, it constituted a ratification of the Keim lease as these sums were for the rent as described in the Agreement. Bernard and Shirley accepted, signed and negotiated a multitude of Keim's checks for three years before filing this lawsuit.

What is troubling in terms of this lawsuit is another matter involving the collusive ratification of the Agreement by Bernard and Shirley. After Blair's passing, Bernard worked closely with Shirley on matters affecting Blair's estate. As a tenant in common and/or a partner with Blair, Bernard had a vested interest in how Blair's estate was distributed.

It is obvious that after consulting with Attorney Bailey, Bernard and Shirley resolved to ratify the Agreement and not contest the lease to Keim. Consistent with the intentions of his clients, Attorney Bailey prepared several documents.

By letter dated January 9, 2008, to Attorney L.C. TeWinkle, who was then representing Keim, Attorney Bailey stated "(a)s you know, as part of our responsibility in handing the Estate of Blair Skiff, we are required to file a Pennsylvania inheritance tax return. In light of the fact that your client has certain rights to the real estate, those rights will reduce the value of the property ultimately passing to Blair Skiff's heirs. In order to make an accurate calculation we need Arie Keim's date of birth." *Defense Exhibit 4.*

Clearly this letter is a written acknowledgement on behalf of Bernard and Shirley that Keim held a leasehold interest in the farm which would reduce the value of the property passing to Blair's heirs. Attorney Bailey described Keim's rights to the real estate as a "fact." The need for Arie Keim's date of birth was to establish the value of her life estate in the farm. This letter is also important for what it did not say. Absent is any statement indicating Bernard and/or Shirley disputed the validity of the lease to Keim, repudiated the terms of the Agreement or otherwise demanded she vacate the premises. Instead, the letter ratified Keim's interest in the real estate.

Consistent with his letter to Attorney TeWinkle, Attorney Bailey, on behalf of Bernard and Shirley, filed an Inventory for Blair's estate with the Register of Wills on February 27, 2008 stating, *inter alia*, that "the farm equipment was left to Shirley Skiff...subject to the life estate of Arie Keim under a certain agreement." *Defense Exhibit 3.*<sup>3</sup>

These two documents unequivocally establish Bernard and Shirley were acknowledging in writing Keim's leasehold life estate in the farm and were seeking to receive a tax benefit therefrom because it reduced the taxable value of the property passing through Blair's estate.

After having sought the tax benefit of Keim's life estate, Bernard and Shirley cannot deny by way of this lawsuit the existence of Keim's life estate. Notably, this lawsuit was filed on June 18, 2008, nearly four months after the Inventory was filed for Blair's estate acknowledging Keim's life interest.

In summary, Bernard and Shirley ratified the Agreement by virtue of their acceptance, signature and negotiation of every check Keim tendered to them as payment on the real estate taxes, insurance and electric bill for the three years prior to this lawsuit. Importantly, there were over seventeen months before Blair died during which Bernard and/or Shirley would have learned from Blair the purpose of Keim's payments. At the latest, after Blair's death, when Blair and Shirley purportedly learned of the Agreement, their continued acceptance of Keim's payments constituted written ratification of the lease Agreement.

In addition, Bernard and Shirley affirmed in writing their acknowledgment of Keim's life estate through the January 8, 2008 letter from their attorney and the filing of the Inventory for Blair's estate. Bernard and Shirley cannot now deny their ratification after having sought a tax benefit for Keim's life estate.

### CONCLUSION

Given the relationship between the parties, the manner in which they did business, the circumstances as created and known by the parties and the written documents, Bernard and Shirley have enjoyed every benefit of the Agreement and have ratified it. Hence, Keim has

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<sup>3</sup> Bernard claimed he had never seen the Inventory before the trial. The credibility of this testimony is doubtful. If he had not seen the actual Inventory, he certainly was aware of its contents as a matter of direct and circumstantial evidence. By his own admission, he was very concerned about the lease to Keim and quickly went with Shirley to meet with Attorney Bailey "to get this resolved." By his own admission, he worked closely with Shirley administering Blair's estate. Attorney Bailey represented both Bernard and Shirley. Bernard did not hire counsel separate from Shirley and take a different approach to contesting Keim's lease. Bernard also worked closely with Shirley after Blair's death to harvest timber, dig a water well and install a separate electric meter on the farmhouse. Hence, any attempted denial by Bernard of his knowledge of the substance of the January 8, 2008 letter from the attorney he and Shirley hired or the Inventory filed by the same attorney is not credible.

a leasehold interest in the farmland, farm equipment and a barn as long as she pays the rent.

As the title infers, the Statute of Frauds was intended to prevent fraudulent transfers of an interest in real estate. In this case, there was nothing fraudulent about the manner in which Blair granted a leasehold interest to Keim. They reduced the transfer to writing. They were transparent in the manner in which they abided by its terms. It was no secret to Bernard and Shirley that Keim was running the farm instead of Blair and paying the bills. Under these facts, to invoke the Statute of Frauds means that Blair tried to perpetrate a fraud upon his wife and brother, with whom he had been in business with for decades.

Blair and Keim did not engage in any deceptive behavior designed to fraudulently convey a leasehold interest. In their minds, they effectuated their intent with a lawyer and relied on the lawyer's expertise in preparing the Agreement.

Importantly, Bernard and Shirley became aware of all of the relevant information needed to discuss this matter with Blair prior to Blair's demise. After Blair's passing, Bernard and Shirley continued to cash Keim's checks and let eighteen months lapse before filing this lawsuit. During that eighteen months, through their counsel, Bernard and Shirley did not repudiate the Agreement or dispute Keim's lease. To the contrary, through their counsel, they affirmed Keim's lease and sought to receive a tax benefit from it. Under all of the facts, to allow Bernard and Shirley to defeat Keim's leasehold interest would create an injustice unintended by the Statute of Frauds.

Nothing in this Court's ruling divests Bernard of his interest in the real property. In fact, nothing in this ruling changes his relationship to the farming operations because he has not farmed the property since 1982.

Likewise, nothing in this Court's ruling dispossesses Bernard or Shirley from the property. Bernard and Shirley have harvested timber, drilled a water well for the farmhouse and installed a separate electric meter. Shirley leases the farmhouse. Keim took care of Bernard's horse on the farm. Bernard and Shirley stand to benefit from any oil and gas revenue. Keim has not opposed or prevented Bernard or Shirley from any desired use of the property.

Based on the foregoing, there are no money damages owed by Keim to Bernard and/or Shirley. There is also no basis to grant relief for Keim's Counterclaim.

BY THE COURT:

/s/ WILLIAM R. CUNNINGHAM, JUDGE

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**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania Docket No.: 10290-14

In re: Allison Marie Gray  
 Notice is hereby given that a Petition has been filed in the above named court requesting an Order to change the name of Allison Marie Gray to Allison Gray Loker.

The Court has fixed the 17th day of April, 2014 at 3:00 p.m. in Courtroom 222 of the Erie County Courthouse, 140 W. 6th St., Erie, PA 16501 as the time and place for the hearing on said petition, when and where all interested parties may appear and show cause, if any they have, why the prayer of the petitioner should not be granted.

Feb. 21

**INCORPORATION NOTICE**

Notice is hereby given that The Little Onez Foundation had been incorporated under the provisions of the Pennsylvania Non-Profit Corporation Law of 1988.

Feb. 21

**INCORPORATION NOTICE**

Presque Isle Light Station has been incorporated under the provisions of the Nonprofit Corporation Law of 1988, exclusively for charitable, religious, education and scientific purposes, including for such purposes, the making of distributions to organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and to operate in the manner and for the purposes set forth in its Articles of Incorporation.

The Articles of Incorporation were filed with the Pennsylvania Department of State on January 24, 2014.

John P. Leemhuis, Jr., Esquire  
 Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc.

2222 West Grandview Blvd.  
 Erie, Pennsylvania 16506-4508

Feb. 21

**INCORPORATION NOTICE**

Notice is hereby given that Top Hat Construction, Inc. has been incorporated under the Business Corporation Law of 1988.

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Feb. 21

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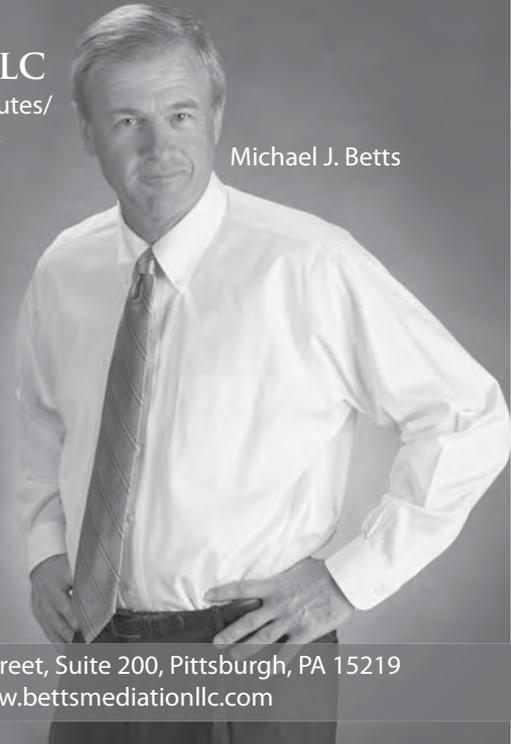
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RVM's Director of Forensics, Greg Cancilla, was recently named Best Individual Expert Witness in Technology for Litigation Support by the *New York Law Journal* Reader Rankings Survey. Greg has performed countless digital forensic investigations and has been called to offer expert testimonies in numerous cases, one of which rendered the largest single plaintiff verdict in the State of Ohio's history - *Ronald Luri v. Republic Services, Inc., et al.*



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**AUDIT LIST  
NOTICE BY  
PATRICK L. FETZNER**

**Clerk of Records,  
Register of Wills and Ex-Officio Clerk of  
the Orphans' Court Division, of the  
Court of Common Pleas of Erie County, Pennsylvania**

The following Executors, Administrators, Guardians and Trustees have filed their Accounts in the Office of the Clerk of Records, Register of Wills and Orphans' Court Division and the same will be presented to the Orphans' Court of Erie County at the Court House, City of Erie, on **Monday, February 24, 2014** and confirmed Nisi.

**March 20, 2014** is the last day on which Objections may be filed to any of these accounts.

Accounts in proper form and to which no Objections are filed will be audited and confirmed absolutely. A time will be fixed for auditing and taking of testimony where necessary in all other accounts.

**2014 ESTATE**

**ACCOUNTANT**

**ATTORNEY**

- |     |  |   |                           |
|-----|--|---|---------------------------|
| 26. | John D. Mysnyk, Jr. ....                           | Mike M. Mysnyk, Administrator .....       | David J. Rhodes, Esq.     |
| 27. | Helen B. Cagara, a/k/a<br>Helen Cagara .....       | Gary K. Schonthaler, Esq., Executor ..... | Gary K. Schonthaler, Esq. |
| 28. | Doris J. Henderson .....                           | DoraLee Miller, Executrix .....           | Pro Se                    |
| 29. | LaRae Jean Cullers<br>a/k/a LaRae J. Cullers ..... | Emily J. Pacansky, Administratrix .....   | James R. Steadman, Esq.   |

PATRICK L. FETZNER  
Clerk of Records  
Register of Wills &  
Orphans' Court Division

Feb. 14, 21



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**ESTATE NOTICES**

Notice is hereby given that in the estates of the decedents set forth below the Register of Wills has granted letters, testamentary or of administration, to the persons named. All persons having claims or demands against said estates are requested to make known the same and all persons indebted to said estates are requested to make payment without delay to the executors or their attorneys named below.

**FIRST PUBLICATION**

**BACKSTROM, MARK AUGUST, a/k/a MARK A. BACKSTROM, deceased**

Late of Millcreek Township, County of Erie and State of Pennsylvania

*Executor:* Ronald J. Susmarski, 4030 West Lake Road, Erie, PA 16505

*Attorney:* Aaron E. Susmarski, Esq., 4030 West Lake Road, Erie, PA 16505

**BINDSEIL, DOLORES A., deceased**

Late of the Township of Fairview, County of Erie, Commonwealth of Pennsylvania

*Executor:* Edwin R. Bindseil, 333 Fernwood Lane, Erie, PA 16505

*Attorney:* Scott L. Wallen, Esquire, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**DAVIS, CHARLES R., a/k/a CHARLES DAVIS, a/k/a RANDY DAVIS, deceased**

Late of the Township of Millcreek  
*Executrix:* Brenda Dolwick

*Attorney:* Michael G. Nelson, Esquire, Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, 300 State Street, Suite 300, Erie, Pennsylvania 16507

**DUNBAR, GEORGE E., deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania

*Administrator:* James K. Duncan  
*Attorney:* Thomas J. Buseck, Esquire, The McDonald Group, L.L.P., 456 West Sixth Street, Erie, PA 16507-1216

**EBISCH, JOAN E., a/k/a JOAN EBISCH, deceased**

Late of Millcreek Township, County of Erie and State of Pennsylvania

*Executor:* Sharon E. Comi, 4862 W. Ridge Road, Erie, PA 16506

*Attorney:* Aaron E. Susmarski, Esq., 4030 West Lake Road, Erie, PA 16505

**EICHLER, JAMES H., deceased**

Late of the City of Erie, Commonwealth of Pennsylvania

*Executrix:* Joann E. Eichler, 1821 West 36th Street, Erie, Pennsylvania 16508

*Attorney:* Richard A. Vendetti, Esq., Vendetti & Vendetti, 3820 Liberty Street, Erie, PA 16509

**ELLISON, SANDRA, a/k/a SANDRA A. ELLISON, deceased**

Late of the City of Erie  
*Executrix:* Ann K. Ellison, c/o Attorney Terrence P. Cavanaugh, 3336 Buffalo Road, Erie, PA 16510

*Attorney:* Terrence P. Cavanaugh, Esq., 3336 Buffalo Road, Erie, PA 16510

**FEDEI, DORIS JEAN, deceased**

Late of Fairview Township, Erie County, Pennsylvania

*Co-Executrices:* Karen Rae Dorich, 1852 East 33rd Street, Erie, Pennsylvania 16510 and Sharon Kay Stacy, 1314 Hartt Road, Erie, Pennsylvania 16505

*Attorney:* John R. Falcone, Esq., 3820 Liberty Street, Erie, Pennsylvania 16509

**FRIEND, JEROME PRESTON, deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania

*Administratrix:* Catherine A. Friend, c/o Norman A. Stark, Esq., Suite 300, 300 State Street, Erie, PA 16507

*Attorneys:* Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Suite 300, 300 State Street, Erie, PA 16507

**HINKSON, DAVID MARK, deceased**

Late of Waterford Township, County of Erie, Commonwealth of Pennsylvania

*Administratrix:* Lori Hinkson, c/o Thomas J. Ruth, Esq., 224 Maple Avenue, Corry, PA 16407

*Attorney:* Thomas J. Ruth, Esq., 224 Maple Avenue, Corry, PA 16407

**KRAUS, MARY VIRGINIA, deceased**

Late of the Township of Harborcreek, County of Erie and State of Pennsylvania

*Executor:* Virginia Josephine Kraus, c/o Attorney Elizabeth Brew Walbridge, 1001 State Street, Suite 1400, Erie, PA 16501

*Attorney:* Elizabeth Brew Walbridge, Esq., 1001 State Street, Suite 1400, Erie, PA 16501

**MICHALAK, MARIE C., deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania  
*Executor:* William A. Michalak, 1008 Sophia Lane, Mars, Pennsylvania 16046

*Attorneys:* MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**PECK, MARCIA R., a/k/a  
MARCIA PECK, a/k/a  
MARCIA B. PECK,  
deceased**

Late of the City of Corry  
*Executor:* Jeffrey A. Peck  
*Attorney:* Michael G. Nelson,  
Esquire, Marsh, Spaeder, Baur,  
Spaeder & Schaaf, LLP, 300 State  
Street, Suite 300, Erie, PA 16507

**SCHLABACH, ROBERT E.,  
deceased**

Late of the Township of  
Millcreek, County of Erie,  
Commonwealth of Pennsylvania  
*Executrix:* Michele R. Bone,  
3619 Lansing Way, Erie, PA  
16506-3545  
*Attorneys:* MacDonald, Illig,  
Jones & Britton LLP, 100  
State Street, Suite 700, Erie,  
Pennsylvania 16507-1459

**TOSCANO, JOSEPH P., a/k/a  
JOSEPH PATRICK TOSCANO,  
a/k/a JOSEPH TOSCANO,  
deceased**

Late of the City of Erie, County  
of Erie and Commonwealth of  
Pennsylvania  
*Executrix:* Caroline R. Toscano,  
c/o James A. Pitonyak, Esquire,  
1001 State Street, Suite 303, Erie,  
PA 16501  
*Attorney:* James A. Pitonyak,  
Esquire, 1001 State Street, Suite  
303, Erie, PA 16501

**TREVISON, JOSEPH J.,  
deceased**

Late of the City of Erie, County  
of Erie and Commonwealth of  
Pennsylvania  
*Administratrix:* Linda R.  
Trevison, c/o Norman A. Stark,  
Esq., Suite 300, 300 State Street,  
Erie, PA 16507  
*Attorneys:* Marsh, Spaeder, Baur,  
Spaeder & Schaaf, LLP, Suite  
300, 300 State Street, Erie, PA  
16507

**WILDER, JAMES A.,  
deceased**

Late of Harborcreek Township,  
PA  
*Executrix:* Nicole A. Wilczynski,  
3 Pheasant Run Drive, Export, PA  
15632  
*Attorney:* Nicole A. Wilczynski,  
Esquire, 3 Pheasant Run Drive,  
Export, PA 15632

Notice is hereby given of the  
administration of the Estate and  
Trust set forth below. All persons  
having claims or demands against  
the decedent are requested to make  
known the same and all persons  
indebted to said decedent are  
required to make payment without  
delay to the executor, trustee or  
attorney named below:

**NORRIS, REYNOLDS E.,  
deceased**

Late of Harborcreek Township,  
Erie County, North East,  
Pennsylvania  
*Executor:* Edward Orton  
*Trustee:* First Merit Bank, c/o  
Edward Orton, 33 East Main  
Street, North East, Pennsylvania  
16428  
*Attorneys:* Orton & Jeffery, P.C.,  
33 East Main Street, North East,  
Pennsylvania 16428

**SECOND PUBLICATION**

**AGOSTINI, ROSE,  
deceased**

Late of the Township of  
Millcreek, County of Erie and  
State of Pennsylvania  
*Executor:* Dennis Agostini, c/o 17  
W. 10th Street, Erie, Pennsylvania  
16501  
*Attorneys:* Conner Riley  
Friedman & Weichler, 17 West  
10th Street, Erie, Pennsylvania  
16501

**ARLINGTON, GREGORY A.,  
deceased**

Late of the City of Erie, Erie  
County  
*Executrix:* Jennifer J. Koehler  
*Attorney:* William J. Kelly, Jr.,  
Esquire, 100 State Street, Ste.  
440, Erie, PA 16507

**BOJARSKI, IRENE C.,  
deceased**

Late of the Township of  
Lawrence Park, County of Erie,  
Commonwealth of Pennsylvania  
*Co-Executors:* Margaret A.  
Cottrell and Robert S. Bojarski,  
c/o Sterrett Mott Breski &  
Shimek, 1001 State Street, Suite  
1400, Erie, PA 16501  
*Attorney:* John J. Shimek, III,  
Esq., Sterrett Mott Breski &  
Shimek, 1001 State Street, Suite  
1400, Erie, PA 16501

**CASHIN, ROBERT P.,  
deceased**

Late of the Township of  
Millcreek, County of Erie and  
Commonwealth of Pennsylvania  
*Executor:* Tejbans Kohli, c/o  
Norman A. Stark, Esq., Suite 300,  
300 State Street, Erie, PA 16507  
*Attorneys:* Marsh, Spaeder, Baur,  
Spaeder & Schaaf, LLP, Suite  
300, 300 State Street, Erie, PA  
16507

**DAMICO, ROSE V., a/k/a  
ROSE DAMICO, a/k/a  
ROSE VENTURE DAMICO,  
deceased**

Late of the City of Erie, Erie  
County, Pennsylvania  
*Executrix:* Cheryl A. Sornberger,  
c/o Jeffrey J. Cole, Esq., 2014  
West 8th Street, Erie, PA 16505  
*Attorney:* Jeffrey J. Cole, Esq.,  
2014 West 8th Street, Erie, PA  
16505

**DeFAZIO, ANTHONY J.,  
deceased**

Late of the Township of Millcreek, Erie County, Pennsylvania  
*Executrix:* Barbara Cacchione, c/o Raymond A. Pagliari, Esq., 510 Cranberry Street, Suite 301, Erie, Pennsylvania 16507  
*Attorney:* Raymond A. Pagliari, Esq., 510 Cranberry Street, Suite 301, Erie, Pennsylvania 16507

**FERKO, JANE J.,  
deceased**

Late of the Township of Harborcreek, County of Erie  
*Executrix:* Michael A. Ferko, Jr., c/o Thomas A. Testi, Esq., 3952 Avonia Road, PO Box 413, Fairview, PA 16415  
*Attorney:* Thomas A. Testi, Esq., 3952 Avonia Road, PO Box 413, Fairview, PA 16415

**GUSE, JOHN C., a/k/a  
JOHN CHARLES GUSE, a/k/a  
JOHN C. GUSE, JR.,  
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania  
*Executrix:* Karen E. Peters, c/o Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501  
*Attorney:* John J. Shimek, III, Esq., Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501

**HEINTZL, VIRGINIA M.,  
deceased**

Late of the City of Erie  
*Executrix:* Dorothy Hodapp, 9287 Kuhl Road, Erie, PA 16510  
*Attorney:* Kevin W. Barron, Esquire, 821 State Street, Erie, PA 16501

**HERHOLD, MARILYN A.,  
deceased**

Late of the Borough of Fairview, County of Erie  
*Co-Executors:* Ronald C. Herhold and Denise R. Anselment, c/o Thomas A. Testi, Esq., PO Box 413, Fairview, PA 16415  
*Attorney:* Thomas A. Testi, Esq., 3952 Avonia Road., PO Box 413, Fairview, PA 16415

**KWIAT, KEVIN B., a/k/a  
KEVIN KIWAT,  
deceased**

Late of Erie County, Pennsylvania  
*Executrix:* William T. Morton, Esq., 3213 West 26th Street, Erie, PA 16506

**LAMPKIN, JOHN O., a/k/a  
JOHN O. LAMPKIN, JR.,  
deceased**

Late of the Borough of North East, Erie County, Commonwealth of Pennsylvania  
*Executrix:* Lee F. Lampkin, c/o Thomas C. Hoffman II, Esq., 120 West Tenth Street, Erie, PA 16501  
*Attorney:* Thomas C. Hoffman II, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**LAZENBY, MARILYN A.,  
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania  
*Co-Executors:* Matthew Francis Lazenby and Lynn Ann Lazenby Douds, c/o James E. Marsh, Jr., Esq., Suite 300, 300 State Street, Erie, PA 16507  
*Attorneys:* Marsh, Spaeder, Baur, Spaeder & SchAAF, LLP, Suite 300, 300 State Street, Erie, PA 16507

**NEELY, JEAN L.,  
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania  
*Executrix:* John J. Shimek, III, c/o Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501  
*Attorney:* John J. Shimek, III, Esq., Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501

**SMULIK, ELIZABETH E.,  
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania  
*Executrix:* Tina Ferraro, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506  
*Attorney:* Valerie H. Kuntz, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**STEWART, FRANKLIN JEWELL,  
deceased**

Late of North East Township, Erie County, North East, Pennsylvania  
*Executrix:* Dawn Marie Stewart, c/o Edward Orton, 33 East Main Street, North East, Pennsylvania 16428  
*Attorneys:* Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**THIRD PUBLICATION**

**ALLEN, ROSA C.,  
deceased**

Late of the Township of Millcreek, County of Erie and State of Pennsylvania  
*Executrix:* Karen Dey Book, c/o David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412  
*Attorney:* David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412

**AMORIELLO, DAVID S., a/k/a  
DAVID SAMUEL AMORIELLO,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Sally A. Mott, 215 Susan Drive, Jefferson, OH 44047  
*Attorney:* Peter W. Bailey, Esquire, 336 East Sixth Street, Erie, Pennsylvania 16507

**BARBALE, LAURA L.,  
deceased**

Late of the Township of North East, County of Erie, State of Pennsylvania

*Executor:* Frank M. Quagliana, Jr., c/o 78 East Main Street, North East, PA 16428

*Attorney:* John C. Brydon, Esq., Brydon Law Office, 78 East Main Street, North East, PA 16428

**BLOUNT, MARION C., a/k/a  
MARION CHAUNCEY  
BLOUNT, a/k/a  
MARION BLOUNT,  
deceased**

Late of Erie County, Pennsylvania  
*Executor:* Elmer A. LeSuer, III, 10887 Edinboro Road, McKean, PA 16426

*Attorney:* William T. Morton, Esquire, 3213 West 26th Street, Erie, Pennsylvania 16506

**BOVEE, HOWARD P.,  
deceased**

Late of the Township of Millcreek, County of Erie, and Commonwealth of Pennsylvania

*Executor:* David G. Smitti  
*Attorney:* Thomas J. Buseck, Esquire, The McDonald Group, L.L.P., 456 West Sixth Street, Erie, PA 16507-1216

**CARR, HAROLD F., a/k/a  
HAROLD CARR,  
deceased**

Late of the City of Erie, Erie County

*Administrator:* Adam J. Williams  
*Attorney:* Adam J. Williams, Esquire, Shapira, Hutzelman, Berlin, Ely, Smith and Walsh, 305 West Sixth Street, Erie, PA 16507

**CARRARA, RICHARD L.,  
deceased**

Late of the City of Fairview, County of Erie and Commonwealth of Pennsylvania  
*Co-Executors:* Joseph E. Sadler and Harry D. Martin, 1741 West 26th Street, Erie, PA 16508

*Attorney:* Joseph T. Messina, Esquire, 210 West 6th Street, Erie, PA 16507

**DAUB, MARY ELLEN, a/k/a  
MARY E. DAUB, a/k/a  
MARY DAUB,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania

*Administrator:* Richard R. Daub, Jr., 1930 Parker Drive, Erie, Pennsylvania 16510

*Attorney:* Peter W. Bailey, Esquire, 336 East Sixth Street, Erie, Pennsylvania 16507

**DiLUZIO, JENNIE,  
deceased**

Late of Summit Township, County of Erie and Commonwealth of Pennsylvania

*Executrix:* Karen Shaner  
*Attorney:* Thomas J. Mincarik, Esquire, Elderkin Law Firm, 150 East 8th Street, Erie, PA 16501

**ECKERT, WILLIAM H.,  
deceased**

Late of the City of Erie  
*Administrator:* Charles H. Eckert, 118 Bryan Drive, Greensburg, PA 15601

*Attorney:* Matthew J. Parini, Esquire, Law Offices of Matthew J. Parini, 502 West Seventh Street, Suite 301, Erie, Pennsylvania 16502

**FIDDLER, WILLARD L.,  
deceased**

Late of the City of Erie, County of Erie

*Executor:* Jacqueline A. Garnon, 4160 Feidler Drive, Erie, Pennsylvania 16506

*Attorney:* W. Richard Cowell, Esquire, Carney & Good, 254 West Sixth Street, Erie, Pennsylvania 16507

**HESS, MARY ANN, a/k/a  
MARY A. HESS,  
deceased**

Late of the Township of Summit, County of Erie, State of Pennsylvania

*Executrix:* Patricia A. Burbules, 1047 East 26th Street, Erie, PA 16504

*Attorney:* James R. Steadman, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

**LITZ, DAVID A., a/k/a  
DAVID A. LITZ, SR.,  
deceased**

Late of the City of Erie, Erie County, Commonwealth of Pennsylvania

*Executor:* David A. Litz, Jr., c/o P. Bowman Root IV, Esq., 120 West Tenth Street, Erie, PA 16501

*Attorney:* P. Bowman Root IV, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**McKENZIE, SANDRA L.,  
deceased**

Late of the City of Erie  
*Executor:* Michael R. McKenzie, 3711 Oakwood Street, Erie, PA 16508

*Attorney:* Michael A. Fetzner, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**MILFORD, JOHN R.,  
deceased**

Late of the Borough of Millcreek, County of Erie

*Executrix:* Sherrie-Jo Christ, c/o Thomas A. Testi, Esq., PO Box 413, Fairview, PA 16415

*Attorney:* Thomas A. Testi, Esq., 3952 Avonia Road, PO Box 413, Fairview, PA 16415

**NAWROCKI, MAXINE E.,  
deceased**

Late of Fairview Township, Erie County, PA

*Administrator:* Mary Alfieri Richmond, Esquire, 900 State Street, Suite 215, Erie, PA 16501

*Attorney:* Mary Alfieri Richmond, Esquire, 900 State Street, Suite 215, Erie, PA 16501

**NUBER, RITA M.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania

*Executor:* Richard Zuba, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

*Attorney:* Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

**PRICHARD, KENNETH R.,  
deceased**

Late of North East Township,  
Erie County, Commonwealth of  
Pennsylvania

*Executrix:* Marilyn L. Orton, c/o  
Leigh Ann Orton, Esquire, 11  
Park Street, North East, PA 16428  
*Attorney:* Leigh Ann Orton, Esq.,  
Knox McLaughlin Gornall &  
Sennett, P.C., North East Office,  
11 Park Street, North East, PA  
16428

**SWEENEY, MICHAEL L., SR.,  
deceased**

*Executor:* Michael L. Sweeney, Jr.,  
*Attorney:* Charbel G. Latouf,  
Esquire, Ridge, McLaughlin &  
Latouf, 246 West 10th Street,  
Erie, PA 16501

**TAYLOR, PHYLLIS JANE,  
a/k/a PHYLLIS J. TAYLOR,  
a/k/a PHYLLIS TAYLOR,  
deceased**

Late of the Township of Lawrence  
Park, County of Erie and  
Commonwealth of Pennsylvania  
*Co-Administratrices:* Leona M.  
Easley, 559 West Fifth Street, Erie,  
PA 16507 and Nancy Eberhart,  
PO Box 542, Linesville, PA  
16424

*Attorney:* Robert E. McBride,  
Esquire, 32 West Eighth Street,  
Suite 600, Erie, Pennsylvania  
16501

**TURK, CARLYSLE E.,  
deceased**

Late of the City of Erie,  
Commonwealth of Pennsylvania  
*Executor:* Richard A. Vendetti,  
Esquire, Vendetti & Vendetti,  
3820 Liberty Street, Erie,  
Pennsylvania 16509

*Attorney:* Richard A. Vendetti,  
Esquire, Vendetti & Vendetti,  
3820 Liberty Street, Erie,  
Pennsylvania 16509

**VARGULICH, PAUL E.,  
deceased**

Late of the City of Erie, County  
of Erie and Commonwealth of  
Pennsylvania

*Executor:* Darlene M. Zeiber, c/o  
James E. Marsh Jr., Esq., Suite  
300, 300 State Street, Erie, PA  
16507

*Attorneys:* Marsh, Spaeder, Baur,  
Spaeder & Schaaf, LLP, Suite  
300, 300 State Street, Erie, PA  
16507

**WOOD, MARIE C.,  
deceased**

Late of the Borough of Edinboro,  
County of Erie and State of  
Pennsylvania

*Executor:* James A. Nedresky, c/o  
Elizabeth Brew Walbridge, Esq.,  
1001 State Street, Suite 1400,  
Erie, PA 16501

*Attorney:* Elizabeth Brew  
Walbridge, Esq., 1001 State  
Street, Suite 1400, Erie, PA 16501



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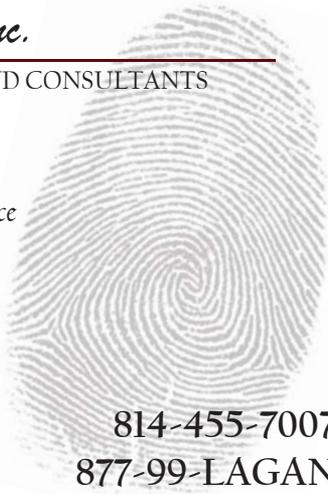
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