IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

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<tr><td>WILLIAMSPORT FOUNDRY CO., INC.<br>Plaintiff<br><br>vs.<br><br>ESTATE OF WILSON K. DOEBLER,<br>JR., by BARBARA DOEBLER,<br>PERSONAL REPRESENTATIVE<br>Defendants</td><td>: CIVIL ACTION – LAW<br>:<br>:<br>: NO. 1376-2005<br>:<br>:<br>: CROSS MOTIONS FOR<br>: SUMMARY JUDGMENTS<br>: OPINION AND ORDER</td></tr>
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**DATE: June 4, 2008**

***<u>OPINION</u>***

This litigation involves the interpretation of a restrictive stock agreement of a closed corporation, Williamsport Foundry Company, Inc., the Plaintiff, (hereafter "Foundry") as relates to its provisions concerning transfer of the stock of a deceased shareholder, Wilson K. Doebler, Jr., which by his will he bequeathed to his wife, Barbara Doebler. The Foundry seeks to enforce stock transfer restrictions in the agreement which would require that the Defendant, Estate of Wilson K. Doebler, Jr., (hereafter "Estate of Doebler")sell all of the decedents' shares back to the Corporation whereas the Estate of Doebler asserts that the decedents' wife may properly inherit ownership of the shares. Before the court are cross motions for summary judgment. Foundry's summary judgment was initially filed on April 21, 2008 and amended by filing of May 5, 2008. The Estate of Doebler's summary judgment motion was filed May 2, 2008. Oral arguments in support of cross-motions for Summary Judgment were heard by this court on May 12, 2008. The record upon which we are deciding the Summary Judgment motions consist of the pleadings and admissions as filed in this action which most specifically include the stock restriction agreement dated March 22, 1993 between Wilson K. Doebler Sr., Wilson K. Doebler Jr., Walter W. Doebler, and Frank L.

Doebler as shareholders and Williamsport Foundry Company, Inc. as Corporation (hereafter "Agreement"); and the Last Will and Testament of Wilson K. Doebler Jr., dated October 19, 2005 and admitted to Probate in the Orphan's Court of Lycoming County to number 41070478 on September 19, 2007.[1]

Paragraphs 2 and 12 of the Agreement are at the center of the issue in this case.

The relevant text of paragraph 2 and paragraph 12 is as follows:

> 2. PURCHASE UPON DEATH. Upon the death of a SHAREHOLDER, hereinafter referred to as the "DECEDENT", all the shares of the CORPORATION owned by such DECEDENT and to which he and his personal representatives shall be entitled shall be sold and purchased as herein provided.
>
> (a) Obligation of CORPORATION to Purchase. The CORPORATION shall purchase from the DECEDENT'S personal representatives all the shares of the CORPORATION that were owned by the DECEDENT at the time of his death, and the personal representative of the DECEDENT shall sell said shares to the CORPORATION at a price per share as set forth in paragraph 3.
>
> 12. ABEYANCE OF REDEMPTION ON DEATH OF SHAREHOLDER. Anything in this Agreement to the contrary notwithstanding, in the event of the death of a SHAREHOLDER wherein his stock in the CORPORATION is given to a 'FAMILY MEMBER', provisions requiring the redemption of SHAREHOLDER'S shares by CORPORATION shall not apply subject, however, to the following:
>
> (a) the FAMILY MEMBER who receives said stock must agree to become personally liable as a surety or guarantor to the same extent as other SHAREHOLDERS may be similarly liable for any of CORPORATION'S debt; and
>
> (b) the FAMILY MEMBER receiving said stock must be a full time employee of CORPORATION (other than wives of SHAREHOLDERS) on and after age twenty-eight (28) years; and
>
> (c) for the purposes of becoming liable as a surety of guarantor as aforesaid, the same shall be required only upon such FAMILY MEMBER attaining the age of eighteen (18) years.

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1 The Agreement was attached as Plaintiff's Exhibit A to the Complaint filed on September 21, 2007; the Last Will and Testament of Wilson K. Doebler Jr. was attached as Exhibit B to Defendant's Motion for Summary Judgment and filed May 5, 2008.

(d) For the purposes of this paragraph, “FAMILY MEMBER” shall mean the spouse or children of SHAREHOLDER as well as any of his adopted children or stepchildren.

The parties are in dispute as to whether or not Barbara Doebler, as widow and heir to the late Wilson K. Doebler, Jr. who was a shareholder in Williamsport Foundry Co., Inc., and was a party to the Agreement, is entitled to the protection of paragraph 12.

Plaintiff, Williamsport Foundry Co., Inc. (hereafter “Foundry”), asks this court to declare that pursuant to the Agreement, Foundry is entitled to the automatic buyback of all shares of stock in the company that are now owned by Barbara Doebler. It is Foundry’s position that the Agreement is poorly written and that paragraph 2, insisting upon automatic buyback of shares from personal representatives, rather than paragraph 12, is meant to dictate Barbara Doebler’s shares. Foundry asks this court to find that paragraph 2 and paragraph 12 of the Agreement conflict and, furthermore, that paragraph 12 of the Agreement is vague and ambiguous. Based on these findings, Foundry asks that this court read the spirit of the Agreement into paragraph 12. Foundry asks this court to accept that the language within the rest of the Agreement, specifically paragraph 3, along with parole or extrinsic evidence to deduce the true intent of the parties to the Agreement. Foundry asks that this court declare the spirit of the Agreement contradictory to Barbara Doebler receiving treatment under paragraph 12.

Defendant, Estate of Wilson K. Doebler, Jr., by Barbara Doebler, Personal Representative (hereafter “Estate of Doebler”), asks this court to declare that the Agreement is clear and is not vague or ambiguous. Estate of Doebler asks this court to find that by the plain language of the agreement, paragraph 12 of the agreement functions to prevail over any contrary provision of the

agreement. Estate of Doebler assesses that paragraph 12 plainly means that where shares of stock are given upon the death of a shareholder to a family member fulfilling the conditions precedent that are set forth in paragraph 12, the mandatory redemption provisions of the Agreement do not apply. Estate of Doebler asks this court to rely on the language of the Agreement, specifically paragraph 12, to resolve this dispute. Furthermore, Estate of Doebler asks this court to find that because Barbara Doebler is a family member and fulfills the conditions precedent made in paragraph 12, Barbara Doebler is entitled to receive ownership of her late husband's stock without being bound by the mandatory redemption provision provided for personal representatives.

After considering the arguments, this court concludes that the Agreement is not ambiguous but is very clear. This court will grant Estate of Doebler's Motion for Summary Judgment and deny Foundry's Motion for Summary Judgment. This court agrees with the Estate of Doebler that by the plain language of the agreement, paragraph 12 of the Agreement functions to prevail over any contrary provision of the Agreement. This court does not agree with Foundry's argument that Barbara Doebler must adhere only to the provisions of the Agreement requiring redemption of shareholder's shares provided to personal representatives. The Agreement is not vague nor is it ambiguous, and, as such, parole evidence ought not be looked to in order to resolve whether or not paragraph 12 prevails over any contrary provision and/or applies to Barbara Doebler. Barbara Doebler fits the Agreement's definition of a family member and has fulfilled all the other conditions precedent detailed in paragraph 12, she is entitled to the protection thereof and the right to receive ownership of the later Walter K. Doebler's stock in Williamsport Foundry Co., Inc. as provided by his will.

***DISCUSSION***

**Facts**

We find that the following has been established as uncontested facts:

1. Williamsport Foundry Co., Inc. is a corporation, incorporated in the Commonwealth of Pennsylvania on December 19, 1955. Complaint; September 21, 2007. *See also*, Defendant's Answer to Plaintiff's Complaint with New Matter; October 18, 2007. *See also*, Affidavit in Support of Plaintiff's Motion for Summary Judgment: by Frank L. Doebler; April 16, 2008.

2. On March 22, 2003, the Stockholders of Williamsport Foundry Co., Inc. were Wilson K. Doebler, Sr. (2-1/3 shares), Wilson K. Doebler, Jr. (57 shares), Walter W. Doebler (57 shares), and Frank Doebler (57 shares). Plaintiff's Exhibit C; Stock Restriction Agreement; March 22, 1993.

3. On March 22, 2003, the Shareholders entered into an agreement entitled Stock Restriction Agreement. Plaintiff's Exhibit C; Stock Restriction Agreement; March 22, 1993. *See also*, Complaint; September 21, 2007. *See also*, Defendant's Answer to Plaintiff's Complaint with New Matter; October 18, 2007. *See also*, Affidavit in Support of Plaintiff's Motion for Summary Judgment: by Frank L. Doebler; April 16, 2008.

4. This agreement remained in effect until Mr. Wilson K. Doebler, Jr.'s death, having owned 57 shares at the time of his death. Affidavit in Support of Plaintiff's Motion for Summary Judgment: by Frank L. Doebler; April 16, 2008.

5. Wilson K. Doebler, Jr. died on April 26, 2006. Defendant's Exhibit B: Certificate of Grant of Letters, No. 41-07-0478; Register of Wills; Lycoming County, Pennsylvania; September 19, 2007 & Last Will and Testament of Wilson K. Doebler, Jr.; October 19, 2005. *See also*, Complaint; September 21, 2007. *See also*, Defendant's Answer to Plaintiff's Complaint with New Matter; October 18, 2007. *See also,* Affidavit in Support of Plaintiff's Motion for Summary Judgment: by Frank L. Doebler; April 16, 2008.

6. Wilson K. Doebler was survived by his wife, Barbara Doebler, to whom he gave his estate by the terms of his will. Plaintiff's Exhibit B; Last Will and Testament of Wilson K. Doebler, Jr.; October 19, 2005. *See also*, Defendant's Exhibit B: Last Will and Testament of Wilson K. Doebler, Jr.; October 19, 2005; both filed May 5, 2008. *See also*, Complaint; September 21, 2007. *See also*, Defendant's Answer to Plaintiff's Complaint with New Matter; October 18, 2007.

7. William K. Doebler's estate included 57 shares of Williamsport Foundry Co., Inc. stock, Plaintiff's Exhibit B; Last Will and Testament of Wilson K. Doebler, Jr.; October 19, 2005. *See also*, Defendant's Exhibit B: Last Will and Testament of Wilson K. Doebler, Jr.; October 19, 2005; both filed May 5, 2008.

## **Legal Test for Summary Judgment**

Each party's respective counsel have aptly briefed the legal principles which apply to this proceeding. There is little disagreement as to those principles but significant disagreement as to their application.

The legal test for Summary Judgment is well established in Pennsylvania law. Rule 1035.2 of the Pennsylvania Rules of Civil Procedure provides that the moving party is entitled to Summary Judgment as a matter of law if there is no genuine issue as to any material fact. Pa.R.Civ.P. §1035.2. There is properly no genuine issue as to any material fact if none is shown by the pleadings, depositions, answers to interrogatories, or admissions on file, together with the affidavits. Pa.R.Civ.P. §1035.2. A factual dispute is material if it might affect the outcome of the suit under applicable law. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247 (1986). A factual dispute is genuine only if there exists a sufficient evidentiary basis to allow a reasonable fact-finder to return a verdict for the non-moving party. *Anderson*, at 248. If a "defendant is a moving party, he may make the showing necessary to support the entrance of summary judgment by pointing to materials with indicate that the plaintiff is unable to satisfy an element of his cause of action." *Godlewski v. Pars Mfg. Co.*, 597 A.2d 106, 109 (Pa. Super. Ct. 1991).

> The rule states that where there is no genuine issue of material fact and the moving party is entitled to relief as a matter of law, summary judgment may be entered. Where the non-moving party bears the burden of proof on an issue, he may not merely rely on his pleadings or answers in order to survive summary judgment. "Failure of a non-moving party to adduce sufficient evidence on an issue essential to his case and on which it bears the burden of proof…establishes the entitlement of the moving party to judgment as a matter **[***27]** of law." *Young v. Pennsylvania Department of Transportation,* 560 Pa. 373, 744 A2d 1276, 1277 (Pa.2000). Lastly, we will view the record in the light most favorable to the non-moving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. *Pennsylvania State*

University v. County of Centre, 532 Pa. 142, 615 A.2d 303, 304 (Pa. 1992). Murphy v. Duquesne University of the Holy Ghost, 565 Pa. 571, 777 A.2d 418.

Once the moving party has shown that there is an absence of evidence to support the claims of the non-moving party, the non-moving party may not simply sit back and rest on the allegations in his complaint; instead, he must "go beyond the pleadings and by his own affidavits, or by the 'dispositions, answers to the interrogatories, and admissions on file,' designate 'specific facts showing that there is a genuine issue for trial.'" *Celotex Corp. v. Catrett*, 477 U.S. 317, 324 (1986).

**Rules for the Interpretation of Contracts**

The rules for the interpretation of contracts are also well-established under Pennsylvania law. First, we must give plain meaning to a clear and unambiguous contract provision unless doing so would be contrary to a clearly expressed public policy. *Prudential Prop. & Cas. Ins. Co. v. Colbert*, 572 Pa. 82, 87 (Pa. 2002). The intent of the parties to a written contract is to be regarded as being embodied within the writing itself; furthermore, when the words are clear and unambiguous, the intent is to be discovered only from the express language of the agreement. *Willison v. Consolidation Coal Co.*, 536 Pa. 49, 54 (Pa. 1994). This concept emphasizes just how narrow the court's role is as interpreter of a contract: "Courts in interpreting a contract do not assume that its language was chosen carelessly." Stewart, 498 Pa. at 51, 444 A.2d at 662 (*quoting* Moore v. Stevens Coal Co., 315 Pa. 564, 568, 173 A. 661, 662 (1934)). Furthermore, it is not the function of the court to rewrite the parties own contract, "or give it a construction in conflict with the accepted and plain meaning of the language used." *Hagarty v. Williams Akers, Jr. Co.*, 342 Pa. 236, 20 A.2d 317 (1941).

If a contract is ambiguous, the general rule for interpretation of that contract states that it is the "court's duty when construing a contract to determine the intent of the parties to the contract. Lower Frederick Township v. Clemmer, 518 Pa. 313, 543 A.2d 502 (1988); Walton v. Philadelphia National Bank, 376 Pa.Super. 329, 545 A.2d 1383 (1988). "A contract is ambiguous if it is reasonably susceptible of different constructions and capable of being understood in more than one sense." Walton, 376 Pa.Super. at 341, 545 A.2d at 1389. *See also,* Hutchison v. Sunbeam Coal Corp., 513 Pa. 192, 519 A.2d 385 (1986). When the meaning of a contract is not clear and is ambiguous, then it may be appropriate to look outside the four corners of the writing to determine the parties' intent. Z & L Lumber Company of Atlasburg v. Nordquist, 348 Pa.Super. 580, 502 A.2d 697 (1985); Metzger v. Clifford Realty Corp., 327 Pa.Super. 377, 476 A.2d 1 (1984). *See also* Burns Manufacturing Company, Inc. v. Boehm, 467 Pa. 307, 313, n.3, 356 A.2d 763, 766, n.3 (1976); United Refining Company v. Jenkins, 410 Pa. 126, 189 A.2d 574 (1963). However, the court must stay focused and look to the express language of the contract to ascertain the contract's intent or whether within the contract there are ambiguities. Rusiski v. Pribonic, 511 Pa. 383, 515 A.2d 507 (1986); Steuart v. McChesney, 498 Pa. 45, 444 A.2d 659 (1982). Extrinsic or parole evidence must not be considered to determine the parties' intent if the language to the written contract is not ambiguous. Z & L Lumber Company of Atlasburg v. Nordquist, 348 Pa.Super. 580, 502 A.2d 697 (1985); Metzger v. Clifford Realty Corp., 327 Pa.Super. 377, 476 A.2d 1 (1984). *See also* Burns Manufacturing Company, Inc. v. Boehm, 467 Pa. 307, 313, n.3, 356 A.2d 763, 766, n.3 (1976); United Refining Company v. Jenkins, 410 Pa. 126, 189 A.2d 574 (1963).

**Application of Summary Judgment Test and Contract Interpretation Rules to Facts**

Foundry contends that the Agreement does not intend that the widow of a deceased shareholder who does not work at Williamsport Foundry Co., Inc. receive shares without being bound to mandatory redemption. Foundry asserts that extrinsic evidence exists in the form of depositions of living signatories to the Agreement that support a reading of the Agreement that holds Barbara Doebler's shares subject to mandatory redemption.

Since it is only appropriate for the court to look outside the four corners of the writing to determine the parties intent of a contract if the meaning of a contract is not clear and is ambiguous, the basis of Foundry's argument lies in asserting that the Agreement is vague and ambiguous. Z & L Lumber Company of Atlasburg v. Nordquist, 348 Pa.Super. 580, 502 A.2d 697 (1985); Metzger v. Clifford Realty Corp., 327 Pa.Super. 377, 476 A.2d 1 (1984). *See also* Burns Manufacturing Company, Inc. v. Boehm, 467 Pa. 307, 313, n.3, 356 A.2d 763, 766, n.3 (1976); United Refining Company v. Jenkins, 410 Pa. 126, 189 A.2d 574 (1963). Foundry argues that the Agreement is vague and ambiguous by reasoning that paragraph 2 and paragraph 12 are in conflict, and paragraph 12 is susceptible to varying interpretations. We, however, find no vagueness or ambiguity in the Agreement to enable the court to turn to extrinsic or parole evidence. Accordingly, we find that Summary Judgment must be based on the Agreement itself, along with the Last Will and Testament of Wilson K. Doebler, Jr., pleadings, admissions on file, and an affidavit, and cannot be based on this evidence in addition to depositions interpreting and laying claim to the intent of the Agreement.

Paragraph 12 of the Agreement does not conflict with paragraph 2 of the Agreement. Rather, paragraph 12 is intended to prevail over any contrary provision of the Agreement, including paragraph 2. Paragraph 2 and paragraph 12 may be read together consistently. Read together, Paragraph 12 clearly creates an exception to the mandatory redemption of shares set forth in Paragraph 2. Giving plain meaning to the phrase "[a]nything in this Agreement to the contrary notwithstanding," it is clear that Paragraph 12 creates a specific rule for certain circumstances despite the more general rule established in Paragraph 2 of the Agreement. Interpretation is further clarified by the instruction that, in the event that a shareholder dies and gives his share to a family member, the provisions of the Agreement "requiring redemption of SHAREHOLDER'S shares by CORPORATION shall not apply." It is in this line of reasoning that we reject Foundry's argument and reiterate that the court must look to the express language of the Agreement to ascertain the Agreement's intent. *Willison*, 536 Pa. 49, 54 (Pa. 1994). *See also,* Rusiski, 515 A.2d 507; Steuart, 444 A.2d 659.

To try to prove that the Agreement is vague and ambiguous, Foundry quibbles with the term "given" as it is used in paragraph 12. This argument falls on deaf ears, however, paragraph 12 by its own terms becomes operative at the time of death of a shareholder and the shares were given to Barbara C. Doebler by testamentary gift. Wilson K. Doebler Jr's Last Will and Testament, the vehicle for Barbara Doebler obtaining said shares, states, "I *give*, devise, and bequeath… including, but not limited to *any business* and real estate interests which I may have at the time of my death, unto my wife, BARBARA C. DOEBLER absolutely." (emphasis added). Last Will and Testament of Wilson K. Doebler, Jr.. Including

the Foundry stock in the residuary clause of his Last Will and Testament was an entirely appropriate means for Wilson K. Doebler Jr. to give his Foundry stock to his spouse as required by paragraph 12 of the Agreement. A specific bequest/gift of the stock is not required by the terms of the Agreement. This court will not read into the Agreement such an implied term as argued by Foundry. Further, not only is the Agreement clear but Wilson K. Doebler Jr's Will is clear as it states that he did now "give, devise, and bequeath" his shares to Barbara Doebler not only by "giv[ing], devis[ing], and bequeath[ing]" his entire estate to her, but also by using the specific inclusionary language "including, but not limited to any business… interests." Plaintiff's Exhibit B; Last Will and Testament of Wilson K. Doebler, Jr.; October 19, 2005. *See also*, Defendant's Exhibit B: Last Will and Testament of Wilson K. Doebler, Jr.; October 19, 2005; both filed May 5, 2008. By this language, Wilson Doebler clearly stated he gave Barbara Doebler all his business interests, within which stock of Williamsport Foundry Co., Inc. squarely falls. This court finds that the word "given" in paragraph 12 can only reasonably mean given in a legal sense; "given" does not make paragraph 12 ambiguous or vague.

Foundry also argues that there is no language in the Agreement that specifically modifies the mandatory language in section 2(a). Foundry points to what it believes is the only language in paragraph 12 to this effect, "requiring redemption of SHAREHOLDER'S shares by CORPORATION shall not apply," as woefully inadequate because Foundry believes that a literal interpretation of this language requires that the personal representative surrender the decedent's shares for no consideration at all. Foundry goes on to reason that if Paragraph 12 did prevail over paragraph 2, that the result would be unfair to beneficiaries of the estate unless

the family member had become an active employee of Williamsport Foundry Co., Inc. This interpretation of the term "redemption" is absurd in the context of the Agreement. Paragraph 12 merely discharges the requirement that a family member of the decedent must sell his or her shares back to the corporation, provided that the family member fulfills all of the qualifications set forth in paragraph 12.

Foundry also argues that paragraph 12 is vague and ambiguous because it does not provide for the event that a family member fails or refuses to comply with the conditions precedent set out in paragraph 12. The Agreement plainly provides that paragraph 12 will apply to prevail over the general rule requiring mandatory redemption, only if the conditions precedent set forth in paragraph 12 are fulfilled. In the event that paragraph 12's conditions precedent are not met, paragraph 12 would not apply and the general mandatory redemption rule would be triggered. Paragraph 12's supposed failure to provide for such an event certainly does not imply, as Foundry asserts, that paragraph 12 is conflictive, vague, ambiguous, or void. Where an exception to a general rule does not apply, the general rule applies.

Providing a definition of family member evidences that the Agreement intends all those defined as family members in the Agreement to be treated as family members under the Agreement. Thus, the Agreement plainly intends that all family members fulfilling all conditions precedent in paragraph 12 are not subject to the mandatory redemptions provisions of the Agreement. We are not persuaded by Foundry's attempts to define family members deserving of paragraph 12's positive treatment as only family members that have become co-workers at Williamsport Foundry Co., Inc. during the life of their father or husband and intend

of "stepping into the shoes" of their father or husband upon the death of the father or husband. Foundry attempts to make paragraph 12 more narrow than it plainly is.

In opposite, to Foundry's argument the conditions precedent to favorable treatment under paragraph 12 plainly exclude widows from this specific condition: "(b) the FAMILY MEMBER receiving said stock must be a full time employee of CORPORATION (other than wives of SHAREHOLDERS) on and after age twenty-eight (28) years… (d) For the purposes of this paragraph, "FAMILY MEMBER" shall mean the spouse or children of SHAREHOLDER as well as any of his adopted children or stepchildren." The Agreement has explicitly gone through the step of providing for the exclusion of wives from the work requirement. Thus, the Agreement intends that Barbara Doebler, as Wilson Doebler's widow and beneficiary, is not precluded from the protection that paragraph 12 affords to qualifying family members. We will not re-define family member when the parties to the Agreement already have done so in their construction of the Agreement. For the courts to re-define an express contract provision would circumvent long established rules for the interpretation of contracts.

Even though the Agreement must be interpreted as a whole in order to determine its intent, we see no reason in this case, as Foundry has, to place emphasis on paragraph 3 of the Agreement as evidencing the true spirit of the Agreement. Paragraph 3 defines monetary conditions enabling mandatory redemption when mandatory redemption does apply. Paragraph 3 has no relevance if the mandatory redemption provisions of the Agreement do not apply. This is the case when paragraph 12 applies to prevail over any contrary provisions. Paragraph

12 begins, "Anything in this Agreement to the contrary notwithstanding, in the event of the death of a SHAREHOLDER wherein his stock in the CORPORATION is given to a 'FAMILY MEMBER', provisions requiring the redemption of SHAREHOLDER'S shares by CORPORATION shall not apply subject, however, to the following [conditions precedent]…"

## **CONCLUSION**

If this court had for some reason concluded that the contentions of Foundry had merit as opposed to the contentions of the Estate of Doebler and reached a determination that the Agreement was vague and ambiguous and subject to interpretation we could still not grant Foundry's Motion for Summary Judgment. All such a conclusion would have meant was that there were issues then for trial as to what the parties had intended when the Agreement was established. Fortunately, we do not need to try to read the minds of one or more of those individuals, at least one of whom is now deceased, as the Agreement was well drafted and clearly intended to apply to the specific situation before us where one of the shareholders who had executed the Agreement has died. We must give effect to the clear meaning of that Agreement. Accordingly, we will enter the following order.

## ***ORDER***

The Motion for Summary Judgment of Williamsport Foundry Co., Inc. filed April 21, 2008 and as amended on May 5, 2008 is hereby DENIED. Summary Judgment is GRANTED in favor of the Defendant, Estate of Wilson K. Doebler, Jr. by Barbara Doebler, personal representative. Plaintiff's Complaint is DISMISSED with prejudice. Barbara C. Doebler, the surviving spouse of Wilson K. Doebler, Jr. is entitled to inherit all of his shares of stock in Williamsport Foundry Co., Inc. as the terms of his Will provide. The non-jury trial scheduled before this court for June 9, 2008 is hereby cancelled.

BY THE COURT,

William S. Kieser, Judge

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