

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

DANIEL J. WINNER, : No. 01-00528  
Plaintiff :  
 :  
vs. : CIVIL ACTION - LAW  
 :  
MARK ORWIG, :  
Defendant :  
 :  
vs. :  
MARK ORWIG, :  
Plaintiff :  
 :  
vs. :  
 :  
DANIEL J. WINNER, :  
Defendant : Verdict

V E R D I C T

AND NOW, this 7 day of March 2002, the Court finds that Mark Orwig is an owner of parcel no. 63-388-147 (hereinafter "lot 147"). A oral agreement for the sale or purchase of land generally is not enforceable due to the Statute of Frauds. However, when the opposing party admits the existence of such an oral agreement, the purpose of the Statute of Frauds is served and the agreement is enforceable. Patrick & Wilkins Co. v. Adams, 471 Pa. 63, 70, 369 A.2d 1195, 1197 (1977); Martin v. Wilson, 371 Pa. 529, 534, 92 A.2d 193, 195 (1952); Rosen v. Rittenhouse Towers, 334 Pa.Super. 124, 131, 482 A.2d 1113, 1117 (1984); Target Sportswear Inc. v. Clearfield Foundation, 327 Pa.Super. 1, 16, 474 A.2d 1142,

1150 (1984); Eastgate Enterprises, Inc. v. Bank & Trust Co. of Old York Road, 236 Pa.Super. 503, 506, 345 A.2d 279, 280-81 (1975); Williams v. Stewart, 194 Pa.Super. 601, 605, 168 A.2d 769, 770 (1961). Mr. Winner testified that he, Mr. Orwig and Mr. Getgen agreed to purchase the property together and that Orwig and Getgen would contribute funds when they became available. On August 8, 1989, Mr. Orwig titled a parcel of property to Mr. Winner to protect the property from his financial problems. Although the deed purports consideration in the amount of \$12,900, no monies exchanged hands as Mr. Winner was merely hold the deed for Orwig. This property was later sold to Mr. Winner's sister-in-law, Ms. Butters. The monies from this transaction were placed in the same account at Williamsport National Bank as the money from timbering lot 147 (hereinafter "lot 147 account"). The Court finds that the funds from the sale to Butters was a monetary contribution by Orwig to the purchase of lot 147. The funds were co-mingled with the timber funds in the lot 147 accounts, and the funds from this account were used to make payments on the mortgage. Although some funds were also used to purchase a skidder, the skidder was purchased to make improvements to lot 147; it was not purchased solely for Mr. Orwig. Therefore, the Court find Mr. Orwig contributed funds toward lot 147 and is an owner of

that parcel in accordance with oral agreement admitted by Mr.  
Winner.

By The Court,

  
Kenneth D. Brown, J.

cc: David B. Lingenfelter, Esquire  
Jennifer Cole, Esquire  
Work File  
Gary Weber. Esquire (Lycoming Reporter)

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Since Mr. Orwig was an owner prior to the land payments,  
the Court would not consider those payments as rent.