

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

CLH,		:	NO. 08 – 20,680
	Plaintiff	:	
		:	CIVIL ACTION - LAW
vs.		:	IN DIVORCE
		:	
LLH,		:	Motion to Strike
	Defendant	:	Marital Property Settlement Agreement

OPINION AND ORDER

Before the Court is Defendant's Motion to Strike Marital Property Settlement Agreement, filed May 13, 2011. Argument was heard June 2, 2011.

Husband seeks to have declared void the marital property settlement agreement entered by the parties on May 6, 2009, which disproportionately favors Wife, on the basis of fraud in the inducement, specifically alleging that Wife significantly misrepresented the state of her health. Wife argues that because the agreement contains an integration clause, only fraud in the execution may serve as a basis to set it aside, citing Greylock Arms, Inc. v. Kroiz, 879 A.2d 864 (Pa Commw. 2005)(issue of fraud in the inducement is irrelevant where contract fully integrated). The Court does not agree.

Courts have made a distinction between those agreements which specifically address the subject of the fraud and those which do not:

Where the alleged prior or contemporaneous oral representations or agreements *concern a subject which is specifically dealt with in the written contract*, and the written contract covers or purports to cover the entire agreement of the parties, [footnote omitted] the law is now clearly and well settled that in the absence of fraud, accident or mistake the alleged oral representations or agreements are merged in or superseded by the subsequent written contract, and parol evidence to vary, modify or supersede the written contract is inadmissible in evidence.

Nicolella v. Palmer, 248 A.2d 20, 22 (Pa. 1968), quoting Bardwell v. The Willis Company, 100 A. 2d 102, 104 (Pa. 1953)(emphasis added). In Greylock, the subject of the fraud, the type of building to be constructed, was specifically addressed in the agreement. Wife's reliance on Greylock is therefore misplaced, as in the instant case, Wife's health is *not* a subject which is

specifically dealt with in the written contract. Therefore, Husband may attempt to void the agreement with evidence of fraud in the inducement.

ORDER

AND NOW, this 14th day of June 2011, for the foregoing reasons, a hearing on the motion to strike marital settlement agreement is hereby scheduled for **July 25, 2011, at 1:30 p.m.** in Courtroom Number 2 of the Lycoming County Courthouse.

BY THE COURT,

Dudley N. Anderson, Judge

cc: Rebecca Reinhardt, Esq.
Lori Rexroth, Esq.
Gary Weber, Esq.
Hon. Dudley Anderson