Molek v. Molek and Parol Partitions

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Oral agreements to partition lands are tricky situations that must be dealt with carefully when analyzing the title to a piece of property. Known legally as parol partitions, these agreements often arise in the context of family members splitting up the lands of a deceased relative.

Parol partitions are oral agreements between co-tenants to informally partition land. Parol Partitions have been recognized in Pennsylvania since 1807 when the Pennsylvania Supreme Court decided *Evert v. Wood* (1 Binn. 216, Pa. 1807). Parol partition was recently revisited in 2015 in *Molek v. Molek* (2015 WL 735467, Pa. Super. 2015). *Molek* is a good primer on parol partitions even though the court found no enforceable parole partition existed.

The abbreviated facts of *Molek* are as follows:

In 1976, Mike Molek conveyed 20.41 acres to his three children (Verna, Joseph, and Frank) as joint tenants with the right of survivorship. In 1984, due to an impending divorce, Joseph conveyed his interest in the land to Verna and Frank as joint tenants with the right of survivorship. In 1987, Verna conveyed to Frank 4.895 acres to build a house. In 1990, after Joseph's divorce concluded, Verna and Frank conveyed 5 acres to Joseph so he could build a house. Verna and Frank remained the owners of 10.515 acres as joint tenants with the right of survivorship.

Verna lived in the original farmhouse on the 10.515 acres and received additional funds from her father's estate to make repairs. She paid the mortgage and taxes from her own funds. Frank helped maintain the property by cutting the grass, and making repairs to the house, garage and driveway.

In 1990, Verna and Frank co-signed a mortgage as joint tenants with the right of survivorship. At this time, Verna asked Frank to convey the 10.515 acres to her but he declined.

Verna argued that there was an agreement between her and her brothers to partition the land into 7 acre tracts. Verna also argued that she relied upon this agreement when she conveyed 4.895 acres to Frank and 5 acres to Joseph.

For the court to find an effective parol partition, there must be an agreement to partition the land followed by acts of the parties carried out on the land. An agreement to partition the land without action is unenforceable.

In Molek, the court did not find that there was an agreement to partition the land and that the actions of the parties did not provide evidence of an agreement.

Specifically, the court relied on Frank's refusal to convey the remainder of the property to Verna and on their actions relating to the repairs, maintenance and mortgage.

While parol partitions are a long recognized mechanism by which a co-tenant can obtain title to a purpart of jointly owned land, the analysis surrounding their validity is fact specific and can only be granted by a court sitting in equity. Unless there is a judgment, one should not rely on a parol partition to vest title.

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