

NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

IN RE: ESTATE OF MYRTLE
SHELBURNE HAAGENSEN

: IN THE SUPERIOR COURT OF
: PENNSYLVANIA

APPEAL OF: JANICE HAAGENSEN,
ADMINISTRATRIX

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: No. 369 WDA 2026

Appeal from the Order Entered February 12, 2026
In the Court of Common Pleas of Lawrence County Orphans' Court at
No(s): 95 of 2025, O.C.

BEFORE: BOWES, J., OLSON, J., and MURRAY, J.

MEMORANDUM BY MURRAY, J.:

FILED: October 14, 2026

The instant appeal arises from a contract executed by Janice Shelburne Haagensen (Administratrix), as the administratrix of the estate of Myrtle Shelburne Haagensen (the Estate), to sell a parcel of real property, which is owned by the Estate and located in Lawrence County, Pennsylvania (the Property). The remaining beneficiaries of the Estate, Henrietta Lynne Haagensen (Henrietta) and Darrow Edward Haagensen, Jr. (Darrow) (collectively, Petitioners), filed a Petition to Vitiate Real Estate Purchase Agreement (Petition to Vitiate). By an order entered on February 12, 2026, the orphans' court (1) granted Petitioners' Petition to Vitiate; (2) denied Administratrix's oral motion to dismiss the Petition to Vitiate; and (3) enjoined Administratrix from conveying or transferring the subject real property

without Petitioners' consent. After careful review of Administratrix's appeal, we affirm.

Myrtle Shelburne Haagensen (Decedent) died intestate on January 29, 2004. Decedent was survived by her three children: Henrietta, Darrow, and Administratrix. Decedent's children are the sole beneficiaries of the Estate.¹

During the time period relevant to this appeal, the Estate's only remaining asset was the Property, an approximately 60-acre parcel of real property consisting of farmland.² On October 27, 2025, Administratrix executed a Real Estate Purchase Contract (the Agreement) with Duane and Christine Arisman (collectively, Buyers), whereby Buyers agreed to purchase the Property for \$250,000.00.

On November 19, 2025, Petitioners filed the Petition to Vitate, alleging that Administratrix's counsel and Buyers' counsel each represented that the sale is subject to a 99-year lease to Administratrix's benefit. Petition to Vitate, 11/19/25, ¶ 7. Petitioners also averred the following:

8. The written Agreement is not complete because the parties have orally incorporated the Lease.

....

¹ The siblings never completed a settlement agreement, nor did Administratrix ever file a first and final account. **See** N.T., 1/23/26, at 25.

² By statute, the Property passed, upon Decedent's death, to Decedent's three children as tenants in common. **See** 20 Pa.C.S.A. § 2104(7) ("When real or personal estate or shares therein shall pass to two or more persons, they shall take it as tenants in common...").

10. The Lease assures [Administratrix] the right to live on the Property after the sale has been completed.

....

15. The Lease is for the sole benefit of [Administratrix].

16. [Administratrix] purports to serve her own interest, which conflicts with the interests of the Petitioners, who have no beneficial interest in a 99-year lease.

17. On information and belief, the lack of good faith on the part of [Administratrix] is further evidenced by her **agreement to sell the [P]roperty to [Buyers] for less than fair market value.**

Id. ¶¶ 8-17 (emphasis added).³

Petitioners attached to their Petition to Vitate a 2013 Administratrix's Deed, whereby Administratrix granted a separate parcel of real property (the first property) to the three siblings as tenants in common. **See** Complaint, 11/19/25, Exhibit B (Administratrix's Deed, dated 5/15/13 and recorded 5/30/13). The first property, also located in Lawrence County, was similar in size to the Property at issue herein. **See id.** The siblings later sold the first property for \$500,000. **See id.**, Exhibit C (General Warranty Deed, dated 7/12/13 and recorded 7/30/13). Petitioners noted that at the time the first property was sold, the applicable common level ratio was 1.09; however, the common level ratio has increased to 1.97. ***Id.*** ¶¶ 20-21; **see also id.** ¶ 22

³ Petitioners did not directly dispute Administratrix's statutory authority to sell the Property, which is part of the Estate. **See generally** 20 Pa.C.S.A. § 3351 (providing that "the personal representative may sell, at public or private sale, ... any real property not specifically devised....").

(“Farmland in Pennsylvania over the last twenty (20) years has increased [in value] annually by 4.4%.”). Petitioners asserted they had retained a licensed real estate appraiser to assess the fair market value of the Property. **Id.** ¶ 24. In sum, Petitioners alleged the “Agreement is unenforceable because [Administratrix] entered into it with a conflicting interest that benefits her to the detriment of the Petitioners[.]” **Id.** ¶ 27.

Administratrix did not file an answer or response. On the same date, the orphans’ court issued an order, temporarily enjoining the sale of the Property and scheduling an evidentiary hearing.

The trial court conducted a hearing on Petitioners’ Petition to Vitiate on January 23, 2026. At the start of the hearing, Petitioners offered, and the orphans’ court admitted, Exhibits A (the Agreement), B (a November 18, 2025, email from Buyers’ counsel to Petitioners’ counsel proposing a 99-year lease for Administratrix), and C (the proposed 99-year lease agreement, which was attached to the email, but never executed). Immediately thereafter, Administratrix orally moved to dismiss the Petition to Vitiate. The orphans’ court denied the oral motion and proceeded to hear testimony.

Administratrix testified that she lives in a small cabin located on the Property. N.T., 1/23/26, at 19. Previously, Administratrix lived in a farmhouse located on the Property, but the farmhouse had become

uninhabitable.⁴ **Id.** at 20-22; **see also id.** at 27 (Administratrix stating the outbuildings, including a hay barn and sheds, were also in poor condition). Additionally, Administratrix testified that the Property contains “some pastures, some woods that ha[ve] already been timbered years ago, and a lot of brush.” **Id.** at 26-27.

According to Administratrix, Buyers were “good neighbors for years, and friends.” **Id.** at 28; **see also id.** (Administratrix indicating she had known Buyers for at least 20 years). Administratrix testified that during discussions about selling the Property, Buyers agreed to purchase the Property and to allow her to continue living there. **Id.** at 29. According to Administratrix, “the agreement between her and the Buyers only required her to pay for the property taxes and liability insurance associated with the shack in which she would reside on the subject property.” Rule 1925(a) Opinion, 5/1/26, at 5; **see also** N.T., 1/23/26, at 36, 38. **But see** N.T., 1/23/26, at 32 (Administratrix acknowledging that Darrow had been paying at least a portion of the property taxes for about 10 or 11 years). Administratrix also testified that she informed Petitioners of the sale “[i]mmediately after [Buyers] became candidates to buy [the Property].” **Id.** at 43.

⁴ When asked, on cross-examination, whether Administratrix ever paid rent to Petitioners during the 22 years she lived on the Property following Decedent’s death, Administratrix responded, “No. Of course not.” N.T., 1/23/26, at 35.

Administratrix believed \$250,000 was a fair price for the Property. ***Id.*** at 26. Administratrix did not obtain an appraisal of the Property prior to entering into the Agreement. ***Id.*** Similarly, Petitioners did not offer evidence of a completed appraisal or provide any indication of what they believed the fair market value for the Property to be.

Additionally, Administratrix indicated that she would not sell the Property to Buyers if they did not permit her to reside there after the sale. N.T., 1/23/26, at 44. Administratrix also stated she would not sell the Property to Petitioners:

[Petitioners' Counsel]: Would you consider selling the [P]roperty to [Petitioners] if they paid the price for it --

A: No. I would not.

Q: And you don't speak to [Petitioners], do you?

A: I don't think that's the [c]ourt's business.

Id. at 39.

On February 12, 2026, the orphans' court issued an order, which (1) denied Administratrix's oral motion to dismiss the Petition to Vitate; (2) granted Petitioners' Petition to Vitate and invalidated the Agreement; and (3) enjoined Administratrix from conveying and/or transferring title of the Property to Buyers "or any other individual until further Order of Court or upon the written consent of both Petitioners having been obtained." Order, 2/12/26. The orphans' court simultaneously filed an opinion. In its opinion, the orphans' court reasoned that Administratrix's actions in executing the

Agreement constituted self-dealing, in violation of her fiduciary duty to Petitioners. **See** Orphans' Court Opinion, 2/12/26, at 6-8.

Administratrix filed a motion for reconsideration on February 24, 2026. Petitioners filed a response. Following a hearing, the orphans' court denied Administratrix's motion for reconsideration.

This timely appeal followed. Administratrix and the orphans' court have complied with Pa.R.A.P. 1925.

Administratrix raises the following issues for review:

1. Whether the [orphans'] court erred and misapplied the law in setting aside the [] Agreement by failing to utilize the proper standard requiring proof of fraud per 20 Pa.C.S.[A. §] 3360[?]
2. Whether the [orphans'] court erred in admitting an unsigned proposed lease[?]

Administratrix's Brief at 4.

We observe the following standard of review:

When reviewing a decree entered by the orphans' court, this Court must determine whether the record is free from legal error and the court's factual findings are supported by the evidence. Because the orphans' court sits as the fact-finder, it determines the credibility of the witnesses and, on review, we will not reverse its credibility determinations absent an abuse of that discretion. However, we are not constrained to give the same deference to any resulting legal conclusions. Where the rules of law on which the court relied are palpably wrong or clearly inapplicable, we will reverse the court's decree.

In re Estate of Pendergrass, 26 A.3d 1151, 1153 (Pa. Super. 2011)
(citations and quotation marks omitted; some capitalization modified).

In her first claim, Administratrix contends the orphans' court erred by granting the Petition to Vitiate. Administratrix's Brief at 9. Administratrix argues that under section 3360 of the Probate, Estates and Fiduciaries Code (the Code),⁵ the orphans' court is only permitted to set aside an estate administrator's sale of real property upon a showing of fraud, accident, or mistake. *Id.* at 9-10. Administratrix claims that the appropriate remedy for neglect or bad faith is surcharge, rather than vitiation of the Agreement. *Id.* at 11. Administratrix argues the orphans' court improperly set aside the Agreement based on a finding of self-dealing. *Id.* at 12.

⁵ Section 3360 provides as follows:

§ 3360. Contracts, inadequacy of consideration or better offer; broker's commissions

(a) Inadequacy of consideration or better offer.--When a personal representative shall make a contract not requiring approval of court, or when the court shall approve a contract of a personal representative requiring approval of the court, neither adequacy of consideration, nor the receipt of an offer to deal on other terms shall, except as otherwise agreed by the parties, relieve the personal representative of the obligation to perform his [or her] contract or shall constitute ground for any court to set aside the contract, or to refuse to enforce it by specific performance or otherwise: Provided, That this subsection shall not affect or change the inherent right of the court to set aside a contract for fraud, accident or mistake. Nothing in this subsection shall affect the liability of a personal representative for surcharge on the ground of negligence or bad faith in making a contract.

20 Pa.C.S.A. § 3360(a).

Further, Administratrix characterizes the cabin as an improvement upon the Property, or a “gift” to the Estate. **Id.** at 14. Administratrix thus argues “her remaining on the [P]roperty is akin to a lot rental in that she paid for the cabin in question....” **Id.**

By contrast, Petitioners contend this case is controlled by our Supreme Court’s decision in ***In re Noonan’s Estate***, 63 A.2d 80 (Pa. 1949). Petitioners’ Brief at 3. Petitioners argue that, even absent fraudulent intent, self-dealing by a fiduciary is prohibited. **Id.** Petitioners also point out that, though Administratrix claims Buyers would permit her to live only in the small cabin, the proposed lease describes the entire Property, using the parcel identification number identified by the deed. **See id.** at 5-8.

In its opinion, the orphans’ court concluded that Administratrix improperly engaged in self-dealing when she entered the Agreement with Buyers. **See** Orphans’ Court Opinion, 2/12/26, at 6-8. The orphans’ court reasoned that

Administratrix is proposing to sell the [] Property, the only remaining asset of the [] Estate, **subject to the reconveyance of what essentially is a life estate interest** allowing her to reside on the [] Property for the remainder of her life, thereby retaining the property interest in the [] Property **to the exclusion of Petitioners**, as the other beneficiaries of the Estate.

Id. at 6 (emphasis added; some capitalization modified). Emphasizing that “there is no question” that Administratrix breached her fiduciary duty through self-dealing, the orphans’ court concluded the “pending sale” “must be annulled.” **Id.** at 7.

The orphans' court's factual findings are supported by the record, and its legal conclusions are sound. Administratrix is a fiduciary by virtue of her status as the Estate's personal representative. **See** 20 Pa.C.S.A. § 102 (defining "fiduciary," in part, as "personal representatives ... subject to the jurisdiction of the orphans' court division"); **In re Beam**, 342 A.3d 7, 15 (Pa. Super. 2025) ("The statutory definition of 'fiduciary' includes the personal representative, *i.e.*, the administrator, of a decedent's estate.") (citation omitted); **see also In re Noonan's Estate**, 63 A.2d at 83 ("An executor is a fiduciary no less than is a trustee and, as such, primarily owes a duty of loyalty to a beneficiary of his trust." (internal citation omitted)). "In administering the Estate, [administrators] are considered to be fiduciaries and are held to the highest degree of good faith." **Beam**, 342 A.3d at 15 (citation omitted).

As our Supreme Court has explained,

[sh]e that is entrusted with the interest of others, cannot be allowed to make the business an object of interest to [her]self; because, from the frailty of nature, one who has the power, will be too readily seized with the inclination to use the opportunity for serving [her] own interest at the expense of others for whom [s]he is entrusted.

In re Noonan's Estate, 63 A.2d at 83 (citation omitted); **see also In re Estate of Andrews**, 92 A.3d 1226, 1231 (Pa. Super. 2014) (stating that "an executrix has a duty to see that her purely private interests were not advanced at the expense of the estate.").

The rule against self-dealing by a fiduciary is absolute. **See In re Estate of Walter**, 191 A.3d 873, 881 (Pa. Super. 2018); **see also In re**

Estate of Harrison, 745 A.2d 676, 679 (Pa. Super. 2000) (explaining that the rule against self-dealing “is inflexible, without regard to the consideration paid, or the honesty of intent.” (citation omitted)). “[T]he rule forbidding self-dealing serves both to shield the estate and its beneficiaries and ensures the propriety of the executor’s conduct.” ***In re Estate of Harrison***, 745 A.2d at 679.

Further,

a finding of prohibited self-dealing need not be premised on a showing of loss to the estate[.] The test of forbidden self-dealing is whether the fiduciary had a personal interest in the subject transaction of such a substantial nature that it might have affected his judgment in a material connection. ... *The fiduciary’s disqualifying interest need not be such as “did affect [her] judgment” but merely such as “might affect [her] judgment.”*

Id. (quoting ***In re Noonan’s Estate***, 63 A.2d at 84) (emphasis in original; paragraph break and brackets omitted). “In the case of an offending fiduciary, if the trust property which [s]he improperly sold is held by or for [her], **the remedy is a direct setting aside of the sale** upon attack by one having standing to complain, *i.e.*, a testamentary beneficiary or *cestui que trust*.” ***In re Noonan’s Estate***, 63 A.2d at 84 (emphasis added).

We agree with the orphans’ court that “there can be no doubt” that Administratrix engaged in forbidden self-dealing. Further, the testimony reflects that Administratrix, whether intentionally or not, misunderstands her role as a fiduciary and her attendant duties to Petitioners as beneficiaries of the Estate:

[Administratrix's Counsel]: And you understand under the intestacy laws that [Petitioners] have a legal right to get a one-third interest of the net proceeds that would be realized from there [*i.e.*, the sale of the Property]? Correct?

A: Well, yeah, it seems to me you put the cart before the horse, but seeing how it has to be finalized, the money has to be escrowed, and at that point they could make a claim, but I still have to challenge it.

Q: Well--

A: Yes, [Petitioners] can make a claim.

Q: Under the intestacy laws it's one-third each. You understand that?

A: Yes. But, you know, they might not claim one-third. They might claim for 100 percent.

Q: Okay. You do understand as administrator you owe them a fiduciary duty; correct? You understand that [in] your position as an administrator you owe a fiduciary duty to the beneficiaries?

A: Well, I think I owe the real fiduciary duty to [Decedent,] who was the owner of the [P]roperty and to her wishes I am fulfilling. I owe a certain legal duty to their making claim [*sic*] once the rem[na]nt of the [E]state is resolved.

N.T., 1/23/26, at 30.

Through the Agreement, Administratrix would receive a benefit that Petitioners would not. As the orphans' court explained, the Agreement would essentially bestow upon Administratrix a life estate to the Property. **See** Orphans' Court Opinion, 2/12/26, at 6. Thus, Administratrix contracted to advance her private interests at the expense of the Estate and Petitioners (who are each one-third beneficiaries). **See *In re Estate of Andrews***, 92 A.3d at 1231. We emphasize Administratrix's testimony that her ability to

remain on the Property following its sale was essential to her willingness to sell the Property. **See** N.T., 1/23/26, at 44 (Administratrix testifying that she would not have agreed to sell the Property to Buyers if she could not remain there for the remainder of her life). Under these circumstances, we discern no abuse of the orphans' court's discretion in granting Petitioner's Petition to Vitate and enjoining the sale of the Property. **See *In re Noonan's Estate***, 63 A.2d at 84; **see also *In re Estate of DiMatteo***, 272 A.3d 486, 304 WDA 2021 (Pa. Super. filed Jan. 19, 2022) (unpublished memorandum at 7) (concluding the appellant, the named executor of his mother's estate, engaged in self-dealing by, *inter alia*, transferring real property to his wife and children); ***In re Estate of DiMatteo***, 292 A.3d 1124, 362 WDA 2022 (Pa. Super. filed Jan. 27, 2023) (unpublished memorandum at 11) (relying on a prior finding of self-dealing and concluding the proper remedy was to set aside the property sale).⁶ Thus, Administratrix's first claim merits no relief.

In her second claim, Administratrix argues the orphans' court improperly admitted Exhibit C (the proposed lease agreement), which was never signed by either Buyers or Administratrix. Administratrix's Brief at 15. Administratrix baldly challenges the exhibit on the basis of relevance, hearsay,

⁶ Pursuant to Pa.R.A.P. 126(b), non-precedential decisions filed after May 1, 2019, may be cited for their persuasive value.

and authenticity. **Id.**⁷ According to Administratrix, the Agreement does not refer to a lease. **Id.; see also id.** (asserting that “[a] mere offer, such as this proposed lease, cannot be relevant as to the intentions of [Administratrix], which was the obvious purpose of its submission into evidence.”). Administratrix also summarily argues the proposed lease cannot be authenticated because it was never signed by the parties. **Id.** at 16.

“The admission or exclusion of evidence ... is within the sound discretion of the [orphans’] court. ... To constitute reversible error, an evidentiary ruling must not only be erroneous, but also harmful or prejudicial to the complaining party.” **In re Estate of Byerley**, 284 A.3d 1225, 1240 (Pa. Super. 2022) (citation omitted).

Administratrix’s claim is not properly developed for review. Administratrix provides only summary citations to Pennsylvania Rules of Evidence 401 (test for relevant evidence), 901 (authenticating or identifying evidence), and 902 (evidence that is self-authenticating), without any application of the rules to this matter. Administratrix completely fails to cite Rule 802 (the rule against hearsay) or discuss any potentially relevant exceptions. Further, Administratrix cites no pertinent case law to support her claim. **See** Pa.R.A.P. 2119(a) (providing that the argument shall include “such

⁷ During the evidentiary hearing, Administratrix’s counsel objected to the admission of Exhibit C as irrelevant, and as inadmissible hearsay. N.T., 1/23/26, at 6. The orphans’ court overruled the objection and stated, “I will note that I understand it never officially became part of any agreement.” **Id.**

discussion and citation of authorities as are deemed pertinent.”); **see also In re Estate of Whitley**, 50 A.3d 203, 209 (Pa. Super. 2012) (“This Court will not consider the merits of an argument which fails to cite relevant case or statutory authority.”); **Bombar v. West Am. Ins. Co.**, 932 A.2d 78, 93 (Pa. Super. 2007) (“This Court will not act as counsel and will not develop arguments on behalf of an appellant.”). Because Administratrix failed to develop her argument with citations to and discussion of relevant legal authorities, her second claim is waived. **See Estate of Whitley**, 50 A.3d at 210 (“Failure to cite relevant legal authority constitutes waiver of the claim on appeal.”).⁸

⁸ Even if Administratrix had developed this claim for review, we would discern no abuse of the orphans’ court’s discretion in concluding the proposed lease was relevant to show Administratrix’s intentions in entering into the Agreement. **See** Rule 1925(a) Opinion, 5/1/26, at 4. Further, we agree with the orphans’ court’s conclusion that any error in admitting Exhibit C was harmless, as Administratrix testified to her understanding that the lease would be part of the Agreement:

[Petitioners’ Counsel]: ... [Y]ou did discuss [the lease]? Is that right?

A: It was part of the contract.

Q: Part of the contract for the sale of the house?

A: The sale of the [P]roperty, the whole [P]roperty.

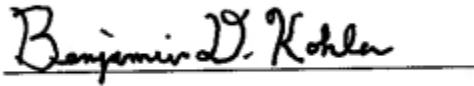
Q: Right. So the lease and the house were to be together? You ... would sell the [P]roperty, but you would have the right to stay in it? That was to be the deal, right?

(Footnote Continued Next Page)

Based upon the foregoing, we affirm the orphans' court order.

Order affirmed.

Judgment Entered.

A handwritten signature in black ink, reading "Benjamin D. Kohler", is written over a horizontal line.

Benjamin D. Kohler, Esq.
Prothonotary

10/14/2026

A: Well, yes.

N.T., 1/23/26, at 37; **see also** Rule 1925(a) Opinion, 5/1/26, at 4-5 (concluding that even if the admission of the proposed lease was error, the error was harmless, "as the Administratrix testified as to her self-dealing"); **id.** (stating Administratrix testified that Buyers agreed to allow Administratrix to remain on the Property following the sale, so long as Administratrix paid the property taxes and liability insurance). **But see** N.T., 1/23/26, at 13 (the trial court stating, "I cannot ignore th[e] fact that we discussed this in Chambers and the [c]ourt is in receipt of information that even though this lease is not going to be signed, that there is a cabin that the Administrat[rix] caused to be placed on th[e P]roperty, and she's going to remain living there.").