NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

ROBERTA S. ACKMAN	:	IN THE SUPERIOR COURT OF
	:	PENNSYLVANIA
Appellant	:	
	:	
	:	
v.	:	
	:	
	:	
PIKEWOOD ENERGY CORPORATION	:	No. 78 WDA 2026

Appeal from the Order Entered December 10, 2025
In the Court of Common Pleas of Greene County Civil Division at No(s): A.D. 909-2024

BEFORE: SULLIVAN, J., NEUMAN, J., and STEVENS, P.J.E.*

MEMORANDUM BY SULLIVAN, J.: **FILED: November 19, 2026**

Roberta S. Ackman ("Ackman") appeals from the order sustaining the preliminary objections of Pikewood Energy Corporation ("Pikewood") and dismissing her amended complaint in this quiet title action. Following our review, we affirm the trial court's order as to Count I of the complaint, because Ackman develops no argument as to that issue. However, as to Count II, we conclude the trial court failed to properly apply the standard for the preliminary objections stage of litigation, and accordingly, we reverse the

* Former Justice specially assigned to the Superior Court.

order sustaining Pikewood's preliminary objections to Count II of the complaint and dismissing Ackman's complaint.[1]

The relevant factual and procedural history of this case is as follows. In September 2025, Ackman filed an amended complaint.[2] In her amended complaint, Ackman alleged the following: In January 2017, her cousin Shannon Tedrow ("Tedrow"), a Kentucky resident, conveyed oil, gas, and mineral rights to property in Greene County, Pennsylvania ("the Property"), to Pikewood. ***See*** Ackman's Amended Complaint, 9/4/25, at ¶¶ 3, 13. However, previously, in an August 2014 Agreement ("the Agreement"), Tedrow had conveyed thirty percent of "all gas and oil rights he owned[,]" in those same property parcel numbers, to Ackman; and the 2014 Agreement was recorded in September 2014. ***Id***. at ¶ 4. Ackman attached to her amended complaint a copy of the Agreement. ***See id***. at Ex. 2.

The Agreement provided that Tedrow conveyed to Ackman a thirty percent interest in the oil and gas rights in exchange for Ackman performing

---

[1] While Ackman purports to challenge the court's order sustaining preliminary objections to Count I of her amended complaint, she only passingly asserts error and does not develop an argument with respect to legal title. ***See*** Ackman's Brief at 10. Therefore, she has waived this undeveloped issue. ***See Burgoyne v. Pinecrest Community Ass'n***, 924 A.2d 675, 680 n.4 (Pa. Super. 2007).

[2] Ackman filed her original complaint in December 2024. Pikewood filed preliminary objections in April 2025, and the court did not sustain or overrule the preliminary objections, but rather gave Ackman the opportunity to file an amended complaint. ***See*** Order, 7/29/25. Ackman's amended complaint followed in September 2025.

"research for [him] and negotiat[ing] any lease that may arise for me." ***Id***. at ¶ 14; ***id***. at Ex 2. In relevant part, the Agreement provided:

> THIS AGREEMENT made this 4[th] day of Aug., 2014 by Shannon Tedrow of Kentucky agrees to give Roberta Ackman of Washington Pa [sic] 30% of all gas and oil rights I own. In return Roberta Ackman will do research for me and negotiate any lease that may arise for me. . . ..

Id. at Ex. 2. Ackman performed the work before and after the 2014 Agreement. ***See id***. at ¶¶ 15, 24, 25.[3]

The amended complaint alleged that after conveying thirty percent of his oil and gas rights to Ackman in 2014, in 2017, Tedrow conveyed "one hundred percent [] of his remaining seventy percent [] interest in the oil and gas rights to . . . Pikewood . . ." ***Id***. at ¶ 5. While the deed to Pikewood conveyed "[a]ll 100% of Grantor's interest in and to all the oil, gas, [etc.,]" it did not indicate that Tedrow only possessed seventy percent of the rights, and, therefore, one hundred percent of his interest would be only seventy percent of the total interest in the oil and gas rights. ***Id***. at Ex. 1; ***id***. at ¶ 6.

---

[3] By way of background, we note that Ackman asserted she assisted Tedrow with resolving an intra-familial dispute about the Property in 2014. Ackman alleged: Tedrow had a dispute with his sisters about who owned the property, *i.e.*, each of his two sisters asserted a one-third interest in the property, which they desired to sell to Pikewood; and Ackman successfully helped Tedrow defend against his sisters' claims and protect his interest in the entire property. ***See*** Amended Complaint, 9/4/25, at ¶¶ 17-23. Ackman asserted she assisted Tedrow by helping him obtain counsel to represent him with respect to these issues, and by "maximizing income from his oil and gas rights[.]" ***Id***. at ¶¶ 21-22, 24. While Pikewood initiated a quiet title action against Tedrow in 2014, it discontinued the action in 2014. ***See id***. at ¶ 23.

Ackman alleged that, by virtue of her recorded 2014 Agreement with Tedrow, Pikewood had constructive notice of Ackman's thirty percent interest in the oil and gas in the Property. ***See id***. at ¶ 7. Additionally, Pikewood had actual notice of Ackman's interest in the Property, because, in 2016, one of its representatives contacted Ackman and offered to buy her thirty percent interest, and Ackman declined. ***See id***. at ¶¶ 8, 10. In September 2024, Tedrow signed a quit-claim deed purporting to grant Ackman thirty percent of the oil and gas rights in the Property to Ackman; the deed was recorded in October 2024. ***See id***. at ¶ 11.

Following Pikewood's assertion of ownership of 100% of the interest in the oil and gas rights in the Property, Ackman filed her amended complaint, in which she sought to quiet title based on her receipt of legal title to the oil and gas rights in the Property (Count I), and, alternatively, based on her receipt of "equitable right to legal title[,]" both of which she asserted were conveyed *via* the 2014 Agreement (Count II). ***See id***. at ¶¶ 26-29, 30-34.

Pikewood filed preliminary objections to Ackman's amended complaint, asserting her "claims are legally deficient and fail in several respects to state a viable action for quiet title." Preliminary Objections, 9/22/25, at ¶ 17. Pikewood argued that the 2014 Agreement "is unavailing because it does not contain any language conveying an interest in the real property to Ackman." ***Id***. at ¶ 20. Pikewood argued the Agreement "is not a conveyance, but rather at most a contingent agreement. Without a valid conveyance, [] Ackman has

no basis for her claim to quiet title." ***Id***. at ¶ 21. Pikewood additionally argued the Agreement did not vest Ackman with equitable title because it was not an unconditional, mutually binding agreement of sale that is specifically enforceable. ***See id***. at ¶¶ 23-24. Accordingly, the Agreement "neither granted[] Ackman an equitable interest, nor put Pikewood on notice of any valid interest." ***Id***. at ¶ 24.

Following argument by the parties in November 2025, the trial court sustained Pikewood's preliminary objections. The court adopted Pikewood's interpretation of the Agreement, and concluded that it did not convey property rights to Ackman, but, rather, it "indicate[d] a future promise to convey, if services are provided. . . . [T]he 2014 Agreement is a conditional agreement to convey, not a conveyance in and of itself." Order, 12/11/25, at 3-4. The trial court's ruling hinged on Tedrow's use of the word "will" in the Agreement, that is, the Agreement provided Tedrow was conveying the property to Ackman, and in exchange, she "will" perform services for him. ***See id***. at 4. Because it regarded the conveyance as conditional, the court held Ackman had no title in the property, and Pikewood took good title under the 2017 deed. ***See id***. at 5-6. The court dismissed Ackman's complaint. Ackman timely appealed, and both she and the trial court complied with Pa.R.A.P. 1925.

Ackman raises the following issues for our review:

1. Whether the trial court erred in holding that the recorded August 4, 2014 Agreement did not convey legal or equitable rights to [Ackman].

2. Whether the trial court erred by failing t[o] consider both pages of the recorded Agreement.

3. Whether the trial court erred in concluding that [Pikewood] took good title despite having actual and constructive notice of [Ackman's] 30% interest.

4. Whether the trial court erred in holding that the 2014 Agreement was not a binding conveyance capable of transferring equitable title.

Ackman's Brief at 4-5 (trial court rationale omitted).[4]

Our standard of review for orders sustaining preliminary objections is as follows:

> Our standard of review of an order of the trial court overruling or granting preliminary objections is to determine whether the trial court committed an error of law. When considering the appropriateness of a ruling on preliminary objections, the appellate court must apply the same standard as the trial court.
>
> Preliminary objections in the nature of a demurrer test the legal sufficiency of the complaint. . . . Preliminary objections which seek the dismissal of a cause of action should be sustained only in cases in which it is clear and free from doubt that the pleader will be unable to prove facts legally sufficient to establish the right to relief. If any doubt exists as to whether a demurrer should be sustained, it should be resolved in favor of overruling the preliminary objections.

---

[4] As noted above, Ackman develops no argument as to Count I, but focuses on Count II. Therefore, our analysis is limited to Count II.

Bargo v. Kuhns, 98 A.3d 686, 689 (Pa. Super. 2014) (internal citation and indentation omitted). ***See also*** Pa.R.Civ.P. 1028(a). Further, at this stage of litigation, the trial court must accept as true all well-pleaded material facts set forth in the complaint and all inferences fairly deducible from those facts. ***See Bargo***, 98 A.3d at 689. Additionally, "[w]hen determining whether the trial court properly sustained the preliminary objections, this Court will examine the averments in the complaint, together with the documents and exhibits attached thereto." ***Hoffman v. Gongaware***, 186 A.3d 453, 457 (Pa. Super. 2018) (internal citation and quotation omitted).

Ackman asserts in all four of her issues that the trial court erred in sustaining Pikewood's preliminary objections because the recorded 2014 Agreement conveyed to her legal, or equitable, title. Because these issues are interrelated, we address them together.

"Pennsylvania jurisprudence has long recognized that during the interval between the execution of a real estate sales agreement and the conveyance of title, the purchaser of the real estate is considered the equitable owner of the real estate." ***Greenwood Gaming & Entertainment, Inc. v. Pennsylvania Gaming Control Bd.***, 15 A.3d 884, 890 (Pa. 2011). As this Court has recently explained:

> The doctrine of [equitable] conversion . . . is founded on the equity maxim, that what is properly and sufficiently directed to be done, is in equity, considered as done. Hence, the moment an agreement of sale is executed and delivered it vests in the [buyer] what is known as an equitable title to the real estate. The buyer

> becomes the equitable owner of the property, despite the seller still holding legal title.
>
> * * * *
>
> When [a s]eller sign[s a] land contract, [the b]uyer acquire[s] ***equitable title***, which she retain[s] thereafter. Consequently, [the s]eller retain[s] legal title only as a security interest. Upon execution and delivery of the agreement of sale, the [seller's] interest becomes personal property and is to be administered as such, although he (or his estate) is regarded as still holding the legal title to the real estate as security for payment of the purchase price. Retention of title by the [seller] serves as security for the [buyer's] performance of the contract. In essence, then, a [seller] who retains title has an interest which, although strictly speaking is not a lien, may be enforced as though it were.

Zanicky v. Skopow, 339 A.3d 998, 1011-12 (Pa. Super. 2025) (internal citations and quotations omitted; emphasis in original); ***accord DiDonato v. Reliance Standard Life Ins. Co.***, 249 A.2d 327, 329 (Pa. 1969) (stating the same principle). While an agreement that gives rise to equitable title must be unconditional, an agreement is unconditional when it is subject to no other conditions than the purchase price. ***See Byrne v. Kanig***, 332 A.2d 472, 474 (Pa. Super. 1974) ("It is well established in Pennsylvania that when an ***unconditional*** agreement for the sale of land is signed, the purchaser becomes the equitable or beneficial owner through the doctrine of equitable conversion. The vendor retains a mere security interest for the payment of the ***unpaid purchase price***") (emphasis added). ***Cf***. ***Petition of Governor Mifflin Joint Sch. Auth. for Appointment of Viewers to Assess Damages Resulting from its Condemnation of Certain Lands of W. Marshall Hughes & Son, Inc., Situate in Borough of Shillington, Berks Cnty.***

(State Report Title: Synes Appeal), 164 A.2d 221, 224 (Pa. 1960) (holding that an agreement of sale was not unconditional when the buyer had an option not to consummate the sale pending third-party action, namely, the rezoning of the property); ***Greenwood Gaming & Entertainment, Inc.***, 15 A.3d at 889-90 (holding that while an agreement of sale had a condition precedent that could have precluded consummation of the sale, the parties waived that condition precedent such that equitable title passed).

Additionally, "[a]ll deeds, conveyances, contracts, and other instruments of writing" stating an intention to, *inter alia*, sell property "shall" be recorded in the county where the property is located, and, if not, it is void as to subsequent bona fide purchasers, "***without actual or constructive notice***[.]" 21 P.S. § 351 (emphasis added). Proper recording of such an instrument gives constructive notice to subsequent purchasers of the prior sale. ***See*** 21 P.S. § 357.

Ackman argues the 2014 Agreement provided that Tedrow agreed to give her thirty percent of his oil and gas rights in the Property, in return for Ackman's research and negotiation work. ***See*** Ackman's Brief at 10. Ackman maintains she will adduce evidence that will show she performed under the Agreement. ***See id***. Ackman asserts, in passing, that the Agreement conveyed legal title, and, more substantively in the alternative, that the Agreement conveyed equitable title. ***See id***. She also notes she recorded the Agreement, which provided constructive notice to Pikewood, and, additionally,

Pikewood had actual notice, as she pleaded Pikewood had attempted to purchase her thirty percent interest prior to its purchase of rights from Tedrow. ***See id***. at 11-12. Ackman notes the second page of the agreement identifies the properties at issue, and the trial court apparently took no notice of this page. ***See id***. at 13. Additionally, Ackman observes that the deed between Tedrow and Pikewood does not grant Pikewood 100% of all interest in the property, but "All 100% of Grantor's [*i.e.*, Tedrow's] interest in and to all the oil, gas, [etc.,] in, under and/or beneath" the property. ***Id***. at 14-25 (quoting the January 2017 deed). As such, Ackman maintains, the 2017 deed transferred ***100% of Tedrow's 70% interest*** in the oil and gas rights, not one 100% of the total rights. Thus, Ackman concludes, Pikewood's interest is subordinate to hers. ***See id***. at 17-21.

The trial court considered Ackman's arguments and rejected them. The court did not write a Rule 1925(a) opinion, but rather cited to the place in the record wherein it stated its rationale for sustaining Pikewood's preliminary objections. ***See*** Rule 1925(a) Statement, 1/26/26. Following the hearing at which the parties argued the issue, the court concluded that the Agreement was conditional because it provided that Ackman "will" provide services, meaning Tedrow was only obligated to convey the property if Ackman provided the services, making the 2014 "Agreement . . . a conditional

agreement to convey, not a conveyance in and of itself." Order, 12/11/25, at 4.[5]

Following our review, we conclude the trial court erred as a matter of law. The 2014 Agreement provided that Tedrow "agrees to give . . . Ackman . . . 30% of all gas and oil rights I own. In return . . . Ackman will do research for me and negotiate any lease that may arise for me." Amended Complaint, 9/4/25, at Ex. 2. The Agreement thus states the parties' intent that Tedrow conveys ownership rights to Ackman in exchange for services. That Ackman was obliged to perform future services for Tedrow does not transform the Agreement from an unconditional to conditional agreement. As stated above, this Court and our Supreme Court, have held that two parties may execute an unconditional agreement notwithstanding that payment was still required under the Agreement. ***See Byrne***, 332 A.2d at 474. Additionally, this Court has held that the doctrine of equitable conversion applies where legal title has not yet transferred, yet equitable title has, and the seller retains legal title as security to ensure performance. ***See id***. As such, the trial court's reasoning—that a buyer's duty to perform under an agreement renders it conditional—is squarely at odds with established precedent.[6] Thus, Ackman pleaded facts in

---

[5] In relevant part, Pikewood's arguments against equitable title mirror the trial court's. ***See*** Pikewood's Brief at 12-19.

[6] We also note that the trial court emphasized the Agreement provided Ackman "will" provide services to Tedrow—and that the verb "will" is in the
(Footnote Continued Next Page)

support of her claim that the 2014 Agreement vested her with equitable title to the oil and gas rights in and under the Property, ***see Zanicky***, 339 A.3d at 1011-12, and it is by no means clear and free from doubt that she will be unable to prove facts legally sufficient to establish her right to relief. ***See Bargo***, 98 A.3d at 689. Accordingly, the court erred as a matter of law by failing to accept as true all of Ackman's pleaded facts and inferences therefrom and sustaining Pikewood's preliminary objections. Accordingly, we affirm the grant of preliminary objections as to Count I of Ackman's amended complaint, but reverse the order sustaining Pikewood's preliminary objections to Count II and remand for further proceedings consistent with this memorandum.

Order affirmed in part and reversed in part. Case remanded for further proceedings. Jurisdiction relinquished.

Judgment Entered.

Benjamin D. Kohler

Benjamin D. Kohler, Esq.
Prothonotary

11/19/2026

---

future tense, which the court interpreted as non-binding. Yet the court failed to acknowledge that the Agreement also provided that Tedrow "agrees to give . . . Ackman . . . 30% of all gas and oil rights I own"; that is, the verb conveying the oil and gas interests was stated in the present tense. ***Contra*** Order, 12/11/25, at 4.