

SUPREME COURT OF SOUTH DAKOTA

Hines v. Hines

Hines, 2014 S.D. 32 (S.D. 2014) · No. #26654 · Decided June 11, 2014

SUMMARY

The South Dakota Supreme Court reviewed whether a warranty deed should be reformed to reflect the alleged intent of deceased grantors to convey 240 acres of pasture land to Brian Hines. The court held that Brian failed to present clear and convincing evidence that the deed did not express the grantors' intent and affirmed the circuit court's denial of reformation.

CASE DETAILS

COURT	Supreme Court of South Dakota
WRITING FOR THE COURT	Konenkamp, Justice; Gilbertson, Chief Justice; Zinter, Justice; Severson, Justice; Wilbur, Justice
JURISDICTION	South Dakota
DECIDED	June 11, 2014
DOCKET	#26654
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiffs appealed after the circuit court denied their request to reform a warranty deed.
STANDARD OF REVIEW	A circuit court's decision to grant or deny reformation of a contract is reviewed for abuse of discretion. Under that standard, the appellate court defers to the circuit court's weighing of evidence and credibility determinations unless the decision is arbitrary, unreasonable, or outside the range of permissible choices.
PRECEDENTIAL VALUE	Published, precedential opinion of the Supreme Court of South Dakota.
PARTIES	Brian Hines, Bradley Hines v. Rodney Hines, Susan Hines Ziegler, Max Hines, Estate of Tex Hines, Brenda Tjeerdsma

TOPICS

- reformation
- deeds
- real estate
- contracts
- appellate procedure

PRACTICE AREAS

real estate

contracts

remedies

probate

appellate procedure

QUESTIONS PRESENTED

1. Whether the circuit court abused its discretion by denying reformation of the 2001 warranty deed.
2. Whether Brian proved by clear and convincing evidence that the deed failed to express the Lingscheits' intended conveyance and that they would have conveyed the omitted, noncontiguous 80-acre tract upon learning of the mistake.

HOLDINGS

1. The circuit court did not abuse its discretion in denying reformation because Brian failed to prove by clear and convincing evidence what conveyance the Lingscheits would have made had they known of the mistake in the 2001 deed.
2. A circuit court's decision to grant or deny reformation of a contract is reviewed for abuse of discretion.

KEY QUOTATIONS

“The remedy of reformation is given when the minds of the parties have met on the terms of the contract they intended but the writing fails to express that intention.” (§ 11)

“Reformation does not make the contract for the parties, but rather revises the contract to reflect the parties’ intended agreement.” (§ 11)

“Without persuasive evidence of what the Lingscheits would have done had they learned of the mistake in the 2001 deed, Brian failed to meet his burden of proof.” (§ 12)

FACTUAL BACKGROUND

In 1980, Joseph and C. Elaine Lingscheit conveyed 240 acres to their seven children as tenants in common, while retaining a life estate. In 2001, they executed a warranty deed conveying 240 acres to their son Brian, but the deed mistakenly described an 80-acre tract already conveyed to the children and omitted a different 80-acre tract still owned by the Lingscheits in fee simple. After the mistake was discovered during probate proceedings, Brian and Bradley sought reformation so Brian would receive the omitted tract; testimony indicated that the omitted tract contained the sole water source for the surrounding north pasture.

PROCEDURAL HISTORY

Brian and Bradley Hines sued the other heirs to reform a 2001 warranty deed conveying 240 acres. After a bench trial based largely on stipulated facts, documentary exhibits, and testimony, the circuit court found that Brian had not established by clear and convincing evidence that the deed failed to express the deceased grantors' intent and denied reformation. The South Dakota Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- LPN Trust v. Farrar Outdoor Advertising, Inc., 1996 S.D. 97, ¶ 13, 552 N.W.2d 796, 799
- Arneson v. Arneson, 2003 S.D. 125, ¶ 14, 670 N.W.2d 904, 910
- Enchanted World Doll Museum v. Buskohl, 398 N.W.2d 149, 152 (S.D. 1986)
- Burke v. Bubbers, 342 N.W.2d 18 (S.D. 1984)
- Garber v. Haskins, 84 S.D. 459, 172 N.W.2d 721 (1969)
- Essington v. Buchele, 79 S.D. 544, 115 N.W.2d 129 (1962)
- Northwestern National Bank of Sioux Falls v. Brandon, 88 S.D. 453, 458-59, 221 N.W.2d 12, 15 (1974)
- Fuerstenberg v. Fuerstenberg, 1999 S.D. 35, ¶ 22, 591 N.W.2d 798, 807