

MISSISSIPPI COURT OF APPEALS

Conservatorship of the Estate of Moor ex rel. Moor v. State

46 So. 3d 849 (Miss. Ct. App. 2010) · Decided November 2, 2010

SUMMARY

The Mississippi Court of Appeals held that a deed conveying property for development of a historical park did not create a reversionary interest or require perpetual operation of the property as a park. The court also held that expenditures on site planning, furniture, equipment, and exhibits could qualify as construction expenditures under the deed's \$2 million condition. The court affirmed summary judgment declaring the State the fee-simple owner.

CASE DETAILS

COURT	Mississippi Court of Appeals
WRITING FOR THE COURT	Maxwell, J.; King, C.J.; Lee, P.J.; Myers, P.J.; Irving, J.; Griffis, J.; Barnes, J.; Ishee, J.; Roberts, J.; Carlton, J.
JURISDICTION	Mississippi
DECIDED	November 2, 2010
DISPOSITION	affirmed
PROCEDURAL POSTURE	The Moors appealed from a chancery court judgment granting the State's motion for summary judgment, denying the Moors' cross-motion for summary judgment, dismissing their declaratory-judgment action with prejudice, and declaring the State the fee-simple owner of the property.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. Summary judgment is proper only when the plaintiff would be unable to prove any facts supporting the claim, and reversal is warranted only if triable issues of fact remain when the facts are viewed in the light most favorable to the nonmoving party.
PRECEDENTIAL VALUE	Published, precedential Mississippi Court of Appeals opinion
PARTIES	Betty Pearson Moor and Robert Baird Moor, conservators of the estate of Robert Baird Moor v. State of Mississippi, Leflore County, Leflore County School District

TOPICS

deeds

contract interpretation

real estate

probate

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the 1973 warranty deed created a reversionary interest or restricted the State's use of the property to perpetual operation of a historical state park.
2. Whether the State satisfied the deed's requirement that at least \$2 million be expended in constructing the historical park when some expenditures were for site planning, furniture, equipment, and exhibits.
3. Whether summary judgment for the State was proper.

HOLDINGS

1. The deed did not create a reversionary interest and did not restrict the State's use of the property to perpetual operation of a historical state park because it contained no reverter clause or clear language imposing such a continuing restriction.
2. The State satisfied the deed's requirement to expend at least \$2 million in constructing the historical park because the commonly accepted meaning of construction includes assembling or combining parts, and the deed did not limit qualifying expenditures to buildings and fixtures.
3. Summary judgment for the State was proper because the deed was unambiguous and the undisputed facts established that all three deed conditions had been satisfied.

KEY QUOTATIONS

"When the language of the contract is clear or unambiguous, we must effectuate the parties' intent." (853)

"In the absence of a reverter clause, a mere statement in a deed that the land is to be used for a specified purpose is merely a declaration of the purpose of the conveyance, and does not in any way limit the grant." (853)

"The deed did not create a reversionary interest, did not condition the state's use of the property to a historical park, and did not require the state to spend at least \$2 million just on brick-and-mortar buildings and fixtures." (855)

FACTUAL BACKGROUND

In 1973, the Moors' predecessors conveyed more than 100 acres to public entities for construction of a historical park, subject to conditions requiring use of the property for construction of a historical park, expenditure of at least \$2 million on its construction, and commencement of construction by July 1, 1976. The State began construction in 1974 and spent more than \$2 million between 1974 and 1985 on site planning, buildings, exhibits, furniture, equipment, picnic areas, and a tram system. After operating the park for approximately twenty years, the State leased it to Leflore County pursuant to legislative authorization to close, transfer, lease, or sell the park.

PROCEDURAL HISTORY

The Moors filed a declaratory action seeking reversion of property conveyed under a 1973 warranty deed or, alternatively, an option to repurchase the property. On cross-motions for summary judgment, the Hinds County Chancery Court ruled that the deed contained no reversionary language, that the State had satisfied all deed conditions, and that the State owned the property in fee simple. The Mississippi Court of Appeals reviewed the judgment de novo and affirmed.

DISPOSITION

affirmed

CASES CITED

- Robinson v. Singing River Hosp. Sys., 732 So. 2d 204, 207 (¶ 12) (Miss. 1999)
- Shelton v. Am. Ins. Co., 507 So. 2d 894, 896 (Miss. 1987)
- Dennis v. Searle, 457 So. 2d 941, 945 (Miss. 1984)
- Williams v. Williams, 37 So. 3d 1196, 1200 (¶ 10) (Miss. Ct. App. 2009)
- Ivison v. Ivison, 762 So. 2d 329, 335 (¶ 17) (Miss. 2000)
- Gordon v. McGee, 966 So. 2d 906, 908 (¶ 8) (Miss. Ct. App. 2007)
- Rogers v. Morgan, 250 Miss. 9, 164 So. 2d 480, 484 (1964)
- Martin v. Fly Timber Co., Inc., 825 So. 2d 691, 696 (¶ 11) (Miss. Ct. App. 2002)
- Pursue Energy Corp. v. Perkins, 558 So. 2d 349, 352 (Miss. 1990)
- Knight v. McCain, 531 So. 2d 590, 595 (Miss. 1988)
- Nicholson v. Myres, 170 Miss. 441, 154 So. 282, 283 (1934)
- Frederic v. Merchants & Marine Bank, 200 Miss. 755, 28 So. 2d 843, 847 (1947)
- Pearson v. City of Louisville, 539 So. 2d 1046, 1046-47 (Miss. 1989)
- Burnham v. City of Jackson, 379 So. 2d 931, 932 (Miss. 1980)
- City of Laurel v. Powers, 366 So. 2d 1079, 1081 (Miss. 1979)
- Gill v. Riley, 244 Miss. 768, 145 So. 2d 921, 922 (1962)
- Sanderson Farms, Inc. v. Gatlin, 848 So. 2d 828, 836 (¶ 19) (Miss. 2003)
- Twin States Realty Co. v. Kilpatrick, 199 Miss. 545, 26 So. 2d 356 (1946)