

SUPREME COURT OF OKLAHOMA

Johnson v. Butler, 206 Okla. 632

245 P.2d 720 (1952) · No. No. 35135 · Decided May 20, 1952

SUMMARY

The Oklahoma Supreme Court held that accretions attached to land pass with a conveyance of the land unless specifically reserved or excepted. Because the deeds in the plaintiff's chain of title were plain and unambiguous, the trial court improperly admitted oral evidence of the parties' intent, and the defendant's earlier deed was void because the property was restricted against alienation. The judgment was reversed with directions to enter judgment for the plaintiff.

CASE DETAILS

COURT	Supreme Court of Oklahoma
WRITING FOR THE COURT	Bingaman, J.; Arnold, C.J.; Halley, V.C.J.; Gibson, J.; Davison, J.; Johnson, J.; O'Neal, J.
JURISDICTION	Oklahoma
DECIDED	May 20, 1952
DOCKET	No. 35135
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Plaintiff appealed from a judgment for defendant in an action for ejectment and quiet title.
PRECEDENTIAL VALUE	Published Oklahoma Supreme Court opinion; precedential.
PARTIES	S.E. Johnson v. Randall Butler

TOPICS

- ejectment
- quiet title
- deeds
- indian affairs
- evidence

PRACTICE AREAS

- real estate
- Indian law
- evidence
- appellate procedure

QUESTIONS PRESENTED

1. Whether accretions attached to land pass with a conveyance of the land unless specifically excepted or reserved.

2. Whether oral evidence of the parties' prior negotiations, statements, and intentions may vary the terms of plain and unambiguous deeds absent fraud, accident, mistake, or absurdity.
3. Whether Butler acquired any title or right under a deed from a restricted Indian allottee while the land was subject to restrictions against alienation.

HOLDINGS

1. Accretions that have attached to and become part of land pass with a conveyance of that land unless they are specifically excepted or reserved.
2. When a deed is plain and unambiguous and there is no allegation of fraud, accident, or mistake, the parties' intent is determined from the language of the written instrument alone; prior oral negotiations or expressions of intent may not vary the deed.
3. A deed by the allottee conveying restricted Indian homestead land while the land is subject to restrictions against alienation is absolutely void and conveys no right or title.

KEY QUOTATIONS

“However, if the language is clear and explicit it governs in determining the intent of the parties in the absence of fraud, accident, mistake or absurdity.” (634)

“The deeds in plaintiff's chain of title being in plain and unambiguous language could not be varied by evidence of oral negotiations or expressions of the intention of the parties made previous to their execution.” (634)

“The fact that defendant was in possession does not avail him since it gave him no rights whatever in the property, but he was a mere trespasser without even color of title.” (634)

FACTUAL BACKGROUND

The disputed property consisted of accretions attached to lot 3, part of the restricted homestead of William McKinley Thompson, a half-blood Choctaw Indian. While the land remained restricted against alienation, Thompson executed a deed purporting to convey the accretions to Butler, who took possession and made improvements. After the restrictions were removed, Thompson conveyed lot 3 without reserving the accretions, and the property ultimately passed through Cunningham and Boren to Johnson. Butler relied on alleged oral statements and evidence that Thompson and Cunningham did not intend the later deed to include the accretions.

PROCEDURAL HISTORY

Johnson sued Butler to recover possession of and quiet title to lot 3 and its accretions. The trial court admitted evidence concerning the parties' alleged intent and prior oral statements, entered judgment for Butler, and Johnson appealed. The Supreme Court of Oklahoma reversed and directed entry of judgment for Johnson.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The lower court was directed to render judgment for the plaintiff.

CASES CITED

- Braddock v. Wilkins, 182 Okla. 5, 75 P.2d 1139
- Criswell v. Wilson, 198 Okla. 47, 175 P.2d 87
- White v. Wester, 170 Okla. 250, 39 P.2d 22
- Continental Casualty Co. v. Wear, 185 Okla. 245, 91 P.2d 91
- VanZant v. State Ins. Fund, 203 Okla. 421, 223 P.2d 111
- Jennings v. Amerada Pet. Corp., 179 Okla. 561, 66 P.2d 1069
- Terrill v. Laney, 200 Okla. 308, 193 P.2d 296
- Bayouth v. Howard, 199 Okla. 646, 190 P.2d 783
- Simmons v. Whittington, 27 Okla. 356, 112 P. 1018
- Tidal Oil Co. v. Flanagan, 87 Okla. 231, 209 P. 729
- Wrigley v. McCoy, 73 Okla. 161, 175 P. 259