

SUPREME COURT OF APPEALS OF WEST VIRGINIA

Richard Sanson, Jean Sanson, and Cecilia Sanson v. Allstate Wrecker Recovery & Used Sales, LLC and Daniel Kessler

Sanson · No. No. 14-0966 · Decided April 12, 2016

SUMMARY

The Supreme Court of Appeals of West Virginia affirmed the circuit court's summary judgment enforcing a contract for the sale of a wrecker and recovery business. The court held that the contract was clear and unambiguous and that petitioners failed to present evidence establishing fraud or duress. The case was remanded because the circuit court had not addressed petitioners' counterclaim for damages.

CASE DETAILS

COURT	Supreme Court of Appeals of West Virginia
WRITING FOR THE COURT	Per curiam; Chief Justice Menis E. Ketchum; Justice Brent D. Benjamin; Justice Margaret L. Workman; Justice Allen H. Loughry II; Justice Robin Jean Davis
JURISDICTION	West Virginia
DECIDED	April 12, 2016
DOCKET	No. 14-0966
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Petitioners appealed the circuit court's order granting respondents' motion for summary judgment and enforcing a sales contract. The Supreme Court of Appeals affirmed the summary judgment and enforcement ruling in part, but remanded for findings addressing petitioners' counterclaim for damages.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. At the summary judgment stage, the circuit court determines whether a genuine issue for trial exists and does not weigh the evidence or determine the truth of the matter.
PRECEDENTIAL VALUE	Memorandum decision under West Virginia Rule of Appellate Procedure 21(d); the source identifies the decision as published, but no reporter citation appears in the opinion text.

PARTIES

Richard Sanson, Jean Sanson, Cecilia Sanson v. Allstate Wrecker
Recovery & Used Sales, LLC, Daniel Kessler

TOPICS

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QUESTIONS PRESENTED

1. Whether the circuit court properly granted summary judgment and enforced the sales contract where petitioners argued that the motion was inadequately supported and genuine issues of material fact existed.
2. Whether extrinsic writings and parol evidence created a factual issue concerning the meaning of the parties' written agreement.
3. Whether petitioners presented sufficient evidence of fraud or duress to create a jury question regarding contract formation.
4. Whether the circuit court erred by entering an order that failed to address petitioners' counterclaim for damages.

HOLDINGS

1. Summary judgment was proper because the written agreement clearly and unambiguously required respondents to purchase petitioners' wrecker and recovery business and related salvage-lot property, and the record did not establish a genuine issue of material fact.
2. Petitioners did not create a jury question concerning fraud or duress because they presented no evidence that they entered into the contract under duress, and the record supported the circuit court's finding that the parties mutually assented to the agreement.
3. The circuit court's order was insufficient as to petitioners' counterclaim because it did not include factual findings permitting meaningful appellate review; the matter therefore had to be remanded for an order addressing the counterclaim.

KEY QUOTATIONS

“A circuit court’s entry of summary judgment is reviewed de novo.” (at 2)

“The essence of contract formation is, in the traditional formulation, a ‘meeting of the minds’ of the contracting parties, or in the more accurate contemporary formulation, their manifestations of mutual assent to a bargained-for exchange of promises or performances.” (at 3)

“it is not the right or province of a court to alter, pervert or destroy the clear meaning and intent of the parties as expressed in unambiguous language in their written contract or to make a new or different

contract.” (at 3)

“on summary judgment, a circuit court must make factual findings sufficient to permit meaningful appellate review.” (at 3)

FACTUAL BACKGROUND

In September 2009, the parties entered into an agreement for respondents to purchase petitioners' wrecker and recovery business for \$107,000, including a salvage lot, trucks, telephone numbers, accessories, motors, and transmissions. The agreement provided for rent-free use of the salvage lot for six months, rent thereafter, and a purchase option at a specified price within forty-two months. In October 2010, petitioners refused to accept payments for the property, and respondents brought an action to enforce the contract. The circuit court found the agreement clear and unambiguous, and the record showed that respondents tendered payments that petitioners accepted during the litigation.

PROCEDURAL HISTORY

The parties entered into a 2009 agreement for respondents' purchase of petitioners' wrecker and recovery business, including a salvage lot and related business assets. After petitioners refused to accept payments within the contract's forty-two-month period, respondents sued to enforce the agreement and moved for summary judgment. The Circuit Court of Kanawha County granted summary judgment and enforced the sales contract but did not adequately address petitioners' counterclaim for damages. The Supreme Court affirmed the contract ruling and remanded for an order addressing the counterclaim.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The Circuit Court of Kanawha County must enter an order addressing petitioners' counterclaim for damages, with factual findings sufficient to permit meaningful appellate review. The order granting respondents' summary judgment and enforcing the sales contract is affirmed.

CASES CITED

- Painter v. Peavy, 192 W. Va. 189, 451 S.E.2d 755 (1994)
- Watson v. Buckhannon River Coal Co., 95 W. Va. 164, 120 S.E. 390 (1923)
- Buckhannon Sales Co. v. Appalantic Corp., 175 W. Va. 742, 338 S.E.2d 222 (1985)
- Conley v. Johnson, 213 W. Va. 251, 580 S.E.2d 865 (2003)
- Faith United Methodist Church v. Morgan, 231 W. Va. 423, 745 S.E.2d 461 (2013)
- Gentry v. Mangum, 195 W. Va. 512, 466 S.E.2d 171 (1995)

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