

## SUPREME COURT OF MISSOURI

### Brittany Hunter v. Charles Moore, Sr.

486 S.W.3d 919 (Mo. banc 2016) · No. SC95083 · Decided April 19, 2016

#### SUMMARY

The Supreme Court of Missouri affirmed, as modified, a trial court judgment reforming a settlement agreement made under section 537.065. The Court held that substantial evidence supported reformation based on mutual mistake regarding terms requiring the defendant to prevent his insurer from controlling the defense and to cooperate in an uncontested hearing on liability and damages. The judgment was modified to remove the alternative requirement that the defendant agree to a consent judgment.

#### CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | Supreme Court of Missouri                                                                                                                                                                                                                                                                                                                                                         |
| WRITING FOR THE COURT | Mary R. Russell                                                                                                                                                                                                                                                                                                                                                                   |
| JURISDICTION          | Missouri                                                                                                                                                                                                                                                                                                                                                                          |
| DECIDED               | April 19, 2016                                                                                                                                                                                                                                                                                                                                                                    |
| DOCKET                | SC95083                                                                                                                                                                                                                                                                                                                                                                           |
| DISPOSITION           | affirmed                                                                                                                                                                                                                                                                                                                                                                          |
| PROCEDURAL POSTURE    | Appeal from a bench-trial judgment reforming a settlement agreement under Missouri Revised Statutes section 537.065. Defendant challenged the reformation for lack of substantial evidence of mutual mistake.                                                                                                                                                                     |
| STANDARD OF REVIEW    | In a court-tried case, the judgment is affirmed unless there is no substantial evidence to support it, it is against the weight of the evidence, or it erroneously declares or applies the law. The appellate court views evidence and reasonable inferences in the light most favorable to the judgment, defers to credibility determinations, and disregards contrary evidence. |
| PRECEDENTIAL VALUE    | Published en banc opinion; precedential                                                                                                                                                                                                                                                                                                                                           |
| PARTIES               | Charles Moore, Sr. v. Brittany Hunter                                                                                                                                                                                                                                                                                                                                             |

#### TOPICS

reformation

mutual assent

equitable relief

contract interpretation

appellate procedure

## PRACTICE AREAS

contracts

equitable remedies

insurance

appellate procedure

## QUESTIONS PRESENTED

1. Whether substantial evidence supported reformation of the written settlement agreement based on a mutual mistake that caused the writing to omit terms previously agreed upon by the parties.
2. Whether the judgment should be modified because both parties agreed that they never intended Moore to enter a consent judgment.

## HOLDINGS

1. A written instrument may be reformed when clear, cogent, and convincing evidence establishes an actual preexisting agreement and a mutual mistake caused the writing to omit terms reflecting the parties' true intentions; the record contained substantial evidence supporting that finding here.
2. The judgment was properly modified to require Moore to cooperate by having an uncontested hearing on liability and damages, rather than by either agreeing to a consent judgment or having such a hearing.

## KEY QUOTATIONS

*"A mistake supporting reformation must be mutual, such that both parties "have done what neither intended.""* (at 925)

*"The party seeking reformation must show by clear, cogent, and convincing evidence: (1) the existence of an actual, preexisting agreement and (2) a mutual mistake made by the parties to the agreement."* (at 925)

*"In this case, there was substantial evidence to support the trial court's determination that Plaintiff and Defendant agreed to the disputed terms prior to signing the written instrument and that, due to a mutual mistake, they failed to reduce those terms to writing."* (at 931-932)

## FACTUAL BACKGROUND

Hunter asserted negligence claims against Moore and Delta Motel after sustaining injuries while staying at the motel. Delta's insurer, American Family Mutual Insurance Company, offered a defense under a reservation of rights and pursued a declaratory judgment action concerning its defense and indemnity obligations. Hunter and Moore entered a written section 537.065 settlement agreement that omitted terms the trial court found they had mutually intended concerning American Family's inability to control the defense and Moore's cooperation in an uncontested liability-and-damages hearing.

## PROCEDURAL HISTORY

Hunter brought negligence claims against Moore and his employer arising from injuries at a motel. Hunter and Moore entered a written section 537.065 settlement agreement, but Hunter later sought specific performance and reformation to add terms concerning the insurer's control of the defense and Moore's cooperation in an

uncontested hearing on liability and damages. After a bench trial, the circuit court ordered reformation. The Supreme Court of Missouri held that substantial evidence supported reformation, modified the judgment to eliminate the alternative reference to a consent judgment because both parties agreed they never intended one, and affirmed the judgment as modified.

## DISPOSITION

affirmed

## CASES CITED

- Ivie v. Smith, 439 S.W.3d 189, 198-200 (Mo. banc 2014)
- King v. Riley, 498 S.W.2d 564, 566 (Mo. 1973)
- Lunceford v. Houghtlin, 170 S.W.3d 453, 464 (Mo. App. 2005)
- Ethridge v. TierOne Bank, 226 S.W.3d 127, 132 (Mo. banc 2007)
- State ex rel. State Highway Comm'n v. Schwabe, 335 S.W.2d 15, 19, 21 (Mo. 1960)
- Cardinal Partners, LLC v. Desco Inv. Co., 301 S.W.3d 104, 110 (Mo. App. 2010)
- Brown v. Mickelson, 220 S.W.3d 442, 448 (Mo. App. 2007)
- Everhart v. Westmoreland, 898 S.W.2d 634, 638 (Mo. App. 1995)
- J.A.R. v. D.G.R., 426 S.W.3d 624, 630 (Mo. banc 2014)
- Boyer v. Grandview Manor Care Ctr., Inc., 793 S.W.2d 346, 347 (Mo. banc 1990)
- Leimkuehler v. Shoemaker, 329 S.W.2d 726, 731 (Mo. 1959)
- CMI Food Serv., Inc. v. Hatridge Leasing, 890 S.W.2d 420, 423 (Mo. App. 1995)
- Butters v. City of Independence, 513 S.W.2d 418, 422, 424-25 (Mo. 1974)
- State ex rel. Rimco, Inc. v. Dowd, 858 S.W.2d 307, 308-09 (Mo. App. 1993)
- Intermed Ins. Co. v. Hill, 367 S.W.3d 84, 87 (Mo. App. 2012)
- Rinehart v. Anderson, 985 S.W.2d 363, 365 (Mo. App. 1998)
- Cologne v. Farmers and Merchants Ins. Co., 785 S.W.2d 691, 694-95 (Mo. App. 1990)

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