

SUPREME COURT OF WYOMING

Mendenhall v. Mountain West Farm Bureau Mutual Insurance Co.

274 P.3d 407 (Wyo. 2012) · No. S-11-0189 · Decided March 27, 2012

SUMMARY

The Supreme Court of Wyoming affirmed summary judgment for Mountain West Farm Bureau Mutual Insurance Company in a declaratory judgment action concerning coverage for a vehicle involved in an accident. The court held that ownership of the vehicle passed through an inter vivos gift despite the certificate of title and registration remaining in the donor's name. Because Wyoming Electric no longer owned the vehicle at the time of the accident, the vehicle was not covered under Wyoming Electric's Mountain West insurance policy.

CASE DETAILS

COURT	Supreme Court of Wyoming
WRITING FOR THE COURT	Voigt, Justice; Kite, C.J.; Golden, J.; Hill, J.; Voigt, J.; Burke, J.
JURISDICTION	Wyoming
DECIDED	March 27, 2012
DOCKET	S-11-0189
DISPOSITION	affirmed
PROCEDURAL POSTURE	Mountain West sought declaratory relief regarding insurance coverage, and the parties filed cross-motions for summary judgment. The district court granted summary judgment to Mountain West, and Mendenhall appealed.
STANDARD OF REVIEW	Summary judgment is reviewed de novo because it involves a purely legal determination. Summary judgment is proper when no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	Published Wyoming Supreme Court opinion; precedential.
PARTIES	Denise Mendenhall v. Mountain West Farm Bureau Mutual Insurance Company

TOPICS

insurance coverage

declaratory relief insurance

statutory interpretation

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appellate procedure

PRACTICE AREAS

insurance coverage

motor vehicle ownership

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civil procedure

QUESTIONS PRESENTED

1. Whether ownership of the truck passed from Wyoming Electric to Lucas through an inter vivos gift before the accident despite the certificate of title remaining in Wyoming Electric's name.
2. Whether Mountain West was obligated to provide coverage under Wyoming Electric's insurance policy.
3. Whether the district court properly granted summary judgment to Mountain West.

HOLDINGS

1. An inter vivos gift can overcome the certificate-of-title presumption of vehicle ownership. Under the undisputed facts, Nelson's present donative intent, delivery of the truck, divestiture of dominion and control, and Lucas's acceptance completed the gift before the accident, even though title had not yet been transferred.
2. Mountain West was not obligated to cover Mendenhall's injuries because Wyoming Electric no longer owned the truck on the date of the accident, and the truck was therefore no longer covered under Wyoming Electric's policy.
3. Summary judgment for Mountain West was proper because the material facts were stipulated or undisputed and those facts established that ownership had passed by inter vivos gift before the accident.

KEY QUOTATIONS

“As a matter of law, can an inter vivos gift overcome the presumption of ownership in a certificate of title? We find that it can, and specifically does so here.” (¶ 6)

“We decline to find that, as a matter of law, the person or entity named on the certificate of title is the owner, and we note that to do otherwise would render the “prima facie” language in Wyo. Stat. Ann. § 31-2-103(d) meaningless.” (¶ 14)

“Ownership of the 1997 Ford truck passed from Nelson to Lucas via an inter vivos gift in January 2008, and before Mendenhall was injured.” (¶ 15)

FACTUAL BACKGROUND

David Nelson, owner of Wyoming Electric Company, gave a company truck to Jeremy Lucas in January 2008. Lucas took possession, retained control, paid the truck's expenses, and insured it under his own Allstate policy; Wyoming Electric exercised no further control. Although the truck's title, registration, plates, and Mountain West policy listing remained in Wyoming Electric's name, the title-transfer application was not submitted until April 16, 2008. The truck was involved in an accident on March 3, 2008, after which Mountain West denied coverage.

PROCEDURAL HISTORY

After Mendenhall was injured in a motor vehicle accident involving a truck formerly owned by Wyoming Electric Company, Mountain West filed a declaratory-judgment action seeking a determination that the truck was not covered under Wyoming Electric's policy. The district court concluded that Wyoming Electric had transferred ownership of the truck to Lucas by inter vivos gift before the accident and granted Mountain West summary judgment. The Wyoming Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Metz Beverage Co. v. Wyoming Beverages, Inc., 2002 WY 21, ¶ 9, 39 P.3d 1051, 1055 (Wyo. 2002)
- Glenn v. Union Pacific R.R. Co., 2008 WY 16, ¶ 6, 176 P.3d 640, 642 (Wyo. 2008)
- Hageman v. Goshen County School District No. 1, 2011 WY 91, ¶ 5, 256 P.3d 487, 491 (Wyo. 2011)
- Jacobs Ranch Coal Co. v. Thunder Basin Coal Co., LLC, 2008 WY 101, ¶ 8, 191 P.3d 125, 128-29 (Wyo. 2008)
- McKinney v. Timber Equipment, Inc., 160 Ga. App. 900, 288 S.E.2d 610, 611 (1982)
- Underwood v. Underwood, 43 Ga. App. 643, 159 S.E. 725, 726 (1931)
- Poirot v. Gundlach, 284 Ill. App. 349, 1 N.E.2d 801, 803 (1936)
- Kenyon v. Abel, 2001 WY 135, ¶ 10, 36 P.3d 1161, 1165 (Wyo. 2001)
- Brackin v. Brackin, 894 N.E.2d 206 (Ind. Ct. App. 2008)
- Johnson v. Tomlinson (In re Tomlinson), 347 B.R. 639, 642 (Bankr. E.D. Tenn. 2006)
- O'Fallon v. O'Fallon, 341 Ark. 138, 14 S.W.3d 506, 508 (2000)
- In re Estate of Curry, 143 Misc. 2d 252, 540 N.Y.S.2d 152 (N.Y. Sur. Ct. 1989)
- Thompson v. Thompson, 16 Pa. D. & C.3d 778, 781-82, 1981 WL 905 (Pa. C.P. 1981)
- Crain v. State, 2009 WY 128, ¶ 9, 218 P.3d 934, 939 (Wyo. 2009)
- Evans v. State, 655 P.2d 1214, 1221 (Wyo. 1982)
- State v. Haremza, 213 Kan. 201, 515 P.2d 1217, 1222 (1973)

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