

SUPREME COURT OF ALABAMA

Locke v. Ozark City Bd. of Educ.

910 So. 2d 1247 (Ala. 2005) · No. 1030877 · Decided April 15, 2005

SUMMARY

The Supreme Court of Alabama reversed a summary judgment for the Ozark City Board of Education in a breach-of-contract action brought by a baseball umpire who was assaulted at a high school game. The court held that the evidence created genuine issues of material fact as to whether the umpire was an intended direct beneficiary of an agreement requiring adequate police protection and whether the Board breached that obligation. The case was remanded for further proceedings.

CASE DETAILS

COURT	Supreme Court of Alabama
WRITING FOR THE COURT	Per curiam; Nabers, C.J.; Harwood, J.; Stuart, J.; Bolin, J.
JURISDICTION	Alabama
DECIDED	April 15, 2005
DOCKET	1030877
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Locke appealed from a summary judgment entered in favor of the Ozark City Board of Education in his breach-of-contract action.
STANDARD OF REVIEW	Summary judgment is reviewed de novo to determine whether a genuine issue of material fact exists and whether the movant is entitled to judgment as a matter of law. The record is viewed in the light most favorable to the nonmovant, with reasonable doubts resolved against the movant; under Alabama's substantial-evidence standard, the nonmovant must present evidence of such weight and quality that fair-minded persons could reasonably infer the fact sought to be proved.
PRECEDENTIAL VALUE	Published Alabama Supreme Court opinion; precedential.
PARTIES	Wesley Locke v. Ozark City Board of Education

TOPICS

- third party beneficiary
- summary judgment
- breach of contract
- contract interpretation
- standard of review

PRACTICE AREAS

contract law

civil procedure

appellate procedure

education law

QUESTIONS PRESENTED

1. Whether Locke presented substantial evidence that he was an intended direct third-party beneficiary of the contract between the Board and the AHSAA.
2. Whether Locke's claim sounded in contract rather than tort.
3. Whether the Board could owe Locke a contractual duty to provide police protection against criminal acts of third parties.
4. Whether substantial evidence created a genuine issue of material fact as to whether the Board breached the contractual requirement to provide adequate police protection.
5. Whether summary judgment for the Board was appropriate.

HOLDINGS

1. Locke presented substantial evidence creating a genuine issue of material fact that the Board and the AHSAA intended the contractual requirement of adequate police protection to directly benefit umpires such as Locke.
2. Locke's claim sounded in contract, not tort, because he alleged that the Board failed to perform a contractual duty to provide police protection and that the failure caused his injury.
3. The rule that a person generally has no tort duty to protect another from the criminal acts of a third person does not defeat a claim based on an alleged contractual duty to provide police protection.
4. Substantial evidence created a genuine issue of material fact as to whether the Board breached the contractual requirement to provide adequate police protection at the baseball game.

KEY QUOTATIONS

"We hold, based on the plain language of the contract and on the surrounding circumstances, that the contract anticipates third-party umpires, that the contract was intended to directly benefit umpires like Locke, and that Locke has presented substantial evidence creating a genuine issue of fact as to whether he was an intended direct beneficiary of the contract between the Board and the AHSAA." (910 So. 2d at 1253)

"Locke's complaint sounds in contract, not in tort." (910 So. 2d at 1254)

"The AHSAA Directory specifically provides that 'adequate police protection' is to be provided at all athletic events sponsored by the AHSAA." (910 So. 2d at 1255)

FACTUAL BACKGROUND

Wesley Locke, a high school baseball umpire, officiated a game at Carroll High School, which was administered by the Ozark City Board of Education. The school provided no police protection or other security personnel. After the game, a player's parent attacked Locke, punching him three times in the face and neck and causing pain, scarring, blurred vision, and other injuries. Locke alleged that the Board's obligation under the Alabama

High School Athletic Association Directory to provide adequate police protection made him an intended third-party beneficiary of the Board's contract with the AHSAA.

PROCEDURAL HISTORY

Locke sued the Board alleging that the Board breached its contract with the Alabama High School Athletic Association by failing to provide adequate police protection at a high school baseball game. He also alleged negligence and wantonness, but the trial court dismissed those claims and Locke did not appeal that ruling. The trial court entered summary judgment for the Board on the contract claim, and the Supreme Court of Alabama reversed and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The case was remanded for proceedings consistent with the opinion.

CASES CITED

- Wilson v. Brown, 496 So. 2d 756, 758 (Ala. 1986)
- Harrell v. Reynolds Metals Co., 495 So. 2d 1381 (Ala. 1986)
- Hanners v. Balfour Guthrie, Inc., 564 So. 2d 412 (Ala. 1990)
- Brewer v. Woodall, 608 So. 2d 370, 372 (Ala. 1992)
- Franklin Fire Ins. Co. v. Howard, 230 Ala. 666, 667-68, 162 So. 683, 684 (1935)
- H.R.H. Metals, Inc. v. Miller, 833 So. 2d 18, 24-25 (Ala. 2002)
- Sheetz, Aiken & Aiken, Inc. v. Spann, Hall, Ritchie, Inc., 512 So. 2d 99, 101-02 (Ala. 1987)
- Morris Concrete, Inc. v. Warrick, 868 So. 2d 429, 434 (Ala. Civ. App. 2003)
- McGowan v. Chrysler Corp., 631 So. 2d 842, 848 (Ala. 1993)
- Mills v. Welk, 470 So. 2d 1226, 1228 (Ala. 1985)
- Holley v. St. Paul Fire & Marine Ins. Co., 396 So. 2d 75, 80 (Ala. 1981)
- Zeigler v. Blount Bros. Construction Co., 364 So. 2d 1163, 1165-66 (Ala. 1978)
- Anderson v. Howard Hall Co., 278 Ala. 491, 179 So. 2d 71 (1965)
- Gardner v. Vinson Guard Service, Inc., 538 So. 2d 13, 14-15 (Ala. 1988)
- DuPont v. Yellow Cab Co. of Birmingham, 565 So. 2d 190, 191-92 (Ala. 1990)
- Whitehead v. USA-One, Inc., 595 So. 2d 867 (Ala. 1992)
- Sims v. Etowah County Board of Education, 337 So. 2d 1310, 1313 (Ala. 1976)
- Berry v. Druid City Hospital Board, 333 So. 2d 796, 799 (Ala. 1976)
- Vines v. Crescent Transit Co., 264 Ala. 114, 119, 85 So. 2d 436, 440 (1955)
- Steiger v. Huntsville City Board of Education, 653 So. 2d 975, 978 (Ala. 1995)

- Young v. Huntsville Hospital, 595 So. 2d 1386, 1387 (Ala. 1992)
- Harbison v. Strickland, 900 So. 2d 385, 391 (Ala. 2004)
- Kinmon v. J.P. King Auction Co., 290 Ala. 323, 325, 276 So. 2d 569, 570 (1973)
- Messer v. Messer, 621 So. 2d 1343, 1344 (Ala. Civ. App. 1993)

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