

SUPREME COURT OF VIRGINIA

Countryside Corp. v. Taylor, 263 Va. 549

561 S.E.2d 680 (2002) · No. Record No. 010729 · Decided April 19, 2002

SUMMARY

The Supreme Court of Virginia held that an expert's damages opinion in a breach-of-contract action was speculative and inadmissible because it relied on the erroneous assumption that the plaintiffs did not own a strip of land conveyed to them after the alleged breach. Without the expert testimony, the plaintiffs failed to establish damages. The court reversed the judgment for the plaintiffs and entered final judgment for the defendant.

CASE DETAILS

COURT	Supreme Court of Virginia
WRITING FOR THE COURT	Lawrence, Justice; All the Justices
JURISDICTION	Virginia
DECIDED	April 19, 2002
DOCKET	Record No. 010729
DISPOSITION	reversed
PROCEDURAL POSTURE	The plaintiff-appellees obtained a jury verdict and final judgment for compensatory damages on their breach-of-contract claim. The defendant-appellant appealed after the trial court denied its motions to strike the damages expert's testimony and to set aside the verdict.
STANDARD OF REVIEW	The Supreme Court reviewed the admissibility and reliability of the expert damages testimony and the sufficiency of the evidence supporting the damages award.
PRECEDENTIAL VALUE	Published, precedential opinion of the Supreme Court of Virginia
PARTIES	The Countryside Corporation v. David H. Taylor, Carol E. Taylor

TOPICS

- breach of contract
- damages
- expert testimony
- evidence
- real estate

PRACTICE AREAS

- contract law
- evidence
- real estate
- remedies

QUESTIONS PRESENTED

1. Whether the trial court erred by refusing to strike the plaintiff's damages expert testimony because the opinion was speculative and based on an erroneous factual foundation.
2. Whether the Taylors presented sufficient evidence of damages from Countryside's breach of contract after the expert testimony was excluded as unreliable.

HOLDINGS

1. Expert testimony is inadmissible when it is speculative, rests on assumptions having no basis in fact, or fails to consider material variables bearing on the inferences drawn from the facts. The damages expert's testimony was speculative and unreliable as a matter of law because it ignored the Taylors' acquisition of the strip of land and was based on the fiction that they did not own it.
2. Without the expert's damages testimony, the Taylors failed to prove damages resulting from Countryside's breach of contract.

KEY QUOTATIONS

"Accordingly, we hold that Call's expert testimony was speculative and unreliable as a matter of law." (561 S.E.2d at 682)

"Without Call's testimony, the Taylors have not shown damages from Countryside's breach of contract." (561 S.E.2d at 682)

FACTUAL BACKGROUND

Countryside and the Taylors entered a 1977 agreement requiring Countryside, if it extended a road, to locate the road so that it provided access along the eastern boundary of the Taylors' property. Countryside later placed the road short of the boundary, leaving a wedge-shaped strip of land, although it subsequently conveyed that strip to the Taylors subject to a drainage easement. The Taylors' damages expert compared development plans based on compliant and actual road placement, but his analysis ignored the later conveyance of the strip and assumed the Taylors did not own it.

PROCEDURAL HISTORY

The Taylors filed a motion for judgment against Countryside for breach of the parties' 1977 agreement concerning road access. After a trial, the court found breach as a matter of law and submitted only damages to the jury, which awarded \$200,000 in compensatory damages. The trial court denied Countryside's motion to set aside the verdict and entered final judgment on January 8, 2001; the Supreme Court of Virginia awarded an appeal on August 2, 2001.

DISPOSITION

reversed

REMAND INSTRUCTIONS

None; the court reversed the judgment and entered final judgment for Countryside.

CASES CITED

- Lawson v. Doe, 239 Va. 477, 482-83, 391 S.E.2d 333, 336 (1990)
- Clark v. Chapman, 238 Va. 655, 664-65, 385 S.E.2d 885, 891 (1989)
- Gilbert v. Summers, 240 Va. 155, 159-60, 393 S.E.2d 213, 215 (1990)
- Cassady v. Martin, 220 Va. 1093, 1100, 266 S.E.2d 104, 108 (1980)
- Griffin v. The Spacemaker Group, Inc., 254 Va. 141, 146, 486 S.E.2d 541, 544 (1997)
- Tittsworth v. Robinson, 252 Va. 151, 154-55, 475 S.E.2d 261, 263 (1996)

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