

SUPREME COURT OF MONTANA

Miller v. Kleppen, 2019 MT 83, 395 Mont. 286

438 P.3d 806 (2019) · Decided April 9, 2019

SUMMARY

The Montana Supreme Court affirmed an order granting Shannon Miller specific performance of a boundary realignment agreement with Tim and Raelene Kleppen. The court held that Miller's breach of contract claim was timely because the actionable breach occurred when the Kleppens first indicated they would not comply with the agreement, and it concluded that the agreement sufficiently described the property for specific performance. The court also affirmed dismissal of the Kleppens' trespass claim.

CASE DETAILS

COURT	Supreme Court of Montana
WRITING FOR THE COURT	Jim Rice; Mike McGrath, C.J.; Laurie McKinnon, J.; Dirk M. Sandefur, J.; James Jeremiah Shea, J.
JURISDICTION	Montana
DECIDED	April 9, 2019
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a bench-trial judgment of the Eighteenth Judicial District Court, Gallatin County, granting Miller specific performance of a boundary realignment stipulation and dismissing the Kleppens' trespass counterclaim.
STANDARD OF REVIEW	In a bench-tried action, factual findings are reviewed for clear error and legal conclusions de novo. The application of a statute of limitations is reviewed for correctness.
PRECEDENTIAL VALUE	Published Montana Supreme Court opinion; precedential
PARTIES	Tim Kleppen, Raelene Kleppen v. Shannon Miller

TOPICS

specific performance real estate

breach of contract

contract interpretation

trespass

appellate procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Miller's breach-of-contract claim was barred by the eight-year statute of limitations.
2. Whether the 1999 stipulation and accompanying diagram were sufficiently definite to support specific performance of the boundary realignment.
3. Whether the District Court erred by dismissing the Kleppens' trespass claim.

HOLDINGS

1. Miller's claim was timely because the first actionable breach occurred on May 8, 2016, when the Kleppens first manifested an intention not to comply with the stipulation.
2. The stipulation and accompanying diagram were sufficiently definite and complete to support specific performance and were not merely an agreement to agree.
3. The District Court properly dismissed the Kleppens' trespass claim because Miller retained a contractual right to remain on the disputed property pending completion of the stipulation.

KEY QUOTATIONS

“absolute certainty and completeness in every detail is not a prerequisite of specific performance, only reasonable certainty and completeness being required.” (438 P.3d at 810)

“A property description is adequate if it contains sufficient information to permit the identification of the property to the exclusion of all others.” (438 P.3d at 810)

FACTUAL BACKGROUND

Neighboring property owners entered a written settlement stipulation in 1999 to exchange equal amounts of property and realign the boundary between their lots. The parties partially performed by removing a basketball hoop and maintaining the areas each was to receive, but they never completed the survey, recorded the realignment, or built the fence. In May 2016, the Kleppens asserted the original boundary, demanded removal of Miller's improvements, and cut down trees in the area to be transferred to Miller. Miller then sought specific performance, while the Kleppens counterclaimed for trespass.

PROCEDURAL HISTORY

The parties entered a 1999 settlement stipulation providing for a boundary realignment, survey, fence construction, and removal of a basketball hoop. The boundary realignment was never surveyed or recorded and the fence was never built. After the Kleppens repudiated the arrangement in May 2016, Miller sued for specific performance; the Kleppens counterclaimed for trespass. Following a bench trial, the District Court ruled for Miller, held the claim timely, ordered specific performance, and dismissed the trespass claim. The Montana Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Blazer v. Wall, 2008 MT 145, 343 Mont. 173, 183 P.3d 84
- Wing v. State, 2007 MT 72, 336 Mont. 423, 155 P.3d 1224
- Gulf Ins. Co. v. Clark, 2001 MT 45, 304 Mont. 264, 20 P.3d 780
- Larson v. Undem, 246 Mont. 336, 805 P.2d 1318 (1990)
- McWilliams v. Clem, 228 Mont. 297, 743 P.2d 577 (1987)
- Ming Da Situ v. Smole, 2013 MT 33, 369 Mont. 1, 303 P.3d 747
- Viers v. Webb, 76 Mont. 38, 245 P. 257 (1926)
- Kitchen Krafters v. Eastside Bank, 242 Mont. 155, 789 P.2d 567 (1990)
- Busta v. Columbus Hosp., 276 Mont. 342, 916 P.2d 122 (1996)
- Wicklund v. Sundheim, 2016 MT 62, 383 Mont. 1, 367 P.3d 403
- State Farm Mut. Auto. Ins. Co. v. Freyer, 2013 MT 301, 372 Mont. 191, 312 P.3d 403
- Steen v. Rustad, 132 Mont. 96, 313 P.2d 1014 (1957)
- McDonald v. Jones, 258 Mont. 211, 852 P.2d 588 (1993)
- Peterson v. Taylor, 226 Mont. 400, 735 P.2d 1120 (1987)
- Seifert v. Seifert, 173 Mont. 501, 568 P.2d 155 (1977)
- Davis v. Westphal, 2017 MT 276, 389 Mont. 251, 405 P.3d 73