

DISTRICT COURT OF APPEAL OF FLORIDA, SECOND DISTRICT

Roberts v. Sarros

920 So. 2d 193 (Fla. Dist. Ct. App. 2006) · No. No. 2D04-5578 · Decided February 15, 2006

SUMMARY

The Florida Second District Court of Appeal considered whether a surviving grantor could amend a trust after the death of the other grantor. Construing the trust's singular/plural construction clause together with its amendment provision, the court held that the surviving grantor could amend the trust and reversed the summary judgment invalidating the amendment. The case was remanded for further proceedings.

CASE DETAILS

COURT	District Court of Appeal of Florida, Second District
WRITING FOR THE COURT	Silberman; Altenbernd; Casanueva
JURISDICTION	Florida
DECIDED	February 15, 2006
DOCKET	No. 2D04-5578
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Annmary K. Roberts appealed a partial final summary judgment declaring a trust amendment invalid and directing that the trust be distributed under its original terms.
STANDARD OF REVIEW	De novo review applies to a trial court's ruling on summary judgment involving a pure question of law.
PRECEDENTIAL VALUE	Published opinion
PARTIES	Annmary K. Roberts, individually and as successor trustee of the Trust Agreement of John J. McNeill and Louise M. McNeill v. Kimberly A. Sarros, Michael P. McNeill

TOPICS

- trusts
- trust administration
- beneficiary litigation
- appellate procedure
- standard of review

PRACTICE AREAS

- trusts and estates
- trust administration
- appellate procedure

QUESTIONS PRESENTED

1. Whether the surviving grantor could amend the trust after the death of the other grantor when the trust authorized amendment by the plural 'Grantors' but also provided that singular and plural terms could be construed interchangeably unless the context required otherwise.
2. Whether the trial court properly entered summary judgment declaring the amendment invalid.

HOLDINGS

1. The trust's singular/plural construction clause required 'Grantors' in the amendment provision to include the singular 'Grantor.' Because the context did not require a plural-only construction, Louise McNeill, as the surviving grantor, could amend the trust under Article XV.
2. Summary judgment declaring the amendment invalid was improper because the trust language, properly construed, permitted the surviving grantor to amend it.

KEY QUOTATIONS

“Our standard of review of a trial court's ruling on a motion for summary judgment regarding a pure question of law is de novo.” (195)

“If any meaning is to be given to the singular/plural clause in the Trust, then the provision allowing the Grantors to amend from time to time would also allow the surviving Grantor to amend from time to time.” (196)

“When construed to include the singular "Grantor," Louise M. McNeill, as the surviving Grantor, could amend the Trust pursuant to the power to revoke or amend contained in Article XV.” (197)

FACTUAL BACKGROUND

John and Louise McNeill created a trust providing lifetime benefits to the grantors and equal remainder shares to their children, Patrick McNeill and Annmary Roberts, or their descendants. After Patrick died, his children, Kimberly Sarros and Michael McNeill, became contingent beneficiaries. Following John's death, Louise, the surviving grantor, executed an amendment eliminating Patrick's children as beneficiaries and awarding the trust estate to Roberts; after Louise died, the appellees challenged the amendment.

PROCEDURAL HISTORY

The appellees filed an action for declaratory judgment challenging an amendment executed by the surviving grantor, Louise M. McNeill. The trial court granted summary judgment on count I, ruled the amendment invalid, and ordered distribution under the original trust terms. The District Court of Appeal reversed and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Further proceedings on the appellees' complaint.

CASES CITED

- Major League Baseball v. Morsani, 790 So. 2d 1071, 1074 (Fla. 2001)
- Thomas v. Smith, 882 So. 2d 1037, 1043 (Fla. 2d DCA 2004)
- L'Argent v. Barnett Bank, N.A., 730 So. 2d 395, 396-97 (Fla. 2d DCA 1999)
- Ludwig v. AmSouth Bank of Fla., 686 So. 2d 1373, 1376 (Fla. 2d DCA 1997)
- Pounds v. Pounds, 703 So. 2d 487, 488 (Fla. 5th DCA 1997)
- Rollins v. Alvarez, 792 So. 2d 695, 697 (Fla. 5th DCA 2001)
- Singer v. Singer, 706 So. 2d 914, 915 (Fla. 4th DCA 1998)
- Royal Am. Realty, Inc. v. Bank of Palm Beach & Trust Co., 215 So. 2d 336, 338 (Fla. 4th DCA 1968)
- Fla. E. Coast Ry. Co. v. City of Miami, 79 So. 682, 683 (Fla. 1918)