

SUPREME COURT OF ALABAMA

Mantiplay v. Mantiplay

951 So. 2d 638 (Ala. 2006) · No. 1031916 and 1040006 · Decided May 12, 2006

SUMMARY

The Alabama Supreme Court reviewed cross-appeals arising from a former spouses' dispute over alleged loans, an asserted equitable mortgage, legal-services compensation, and claims involving a law practice. The court examined the propriety of summary judgment and whether deposition testimony and a later affidavit created a genuine issue of material fact. The excerpt indicates that the court rejected the argument that the affidavit impermissibly contradicted prior testimony.

CASE DETAILS

COURT	Supreme Court of Alabama
WRITING FOR THE COURT	Bolin, Justice; Nabers, C.J.; See, J.; Lyons, J.; Harwood, J.; Woodall, J.; Stuart, J.; Smith, J.; Parker, J.; Bolin, J.
JURISDICTION	Alabama
DECIDED	May 12, 2006
DOCKET	1031916 and 1040006
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Mallory appealed from a Rule 54(b) final summary judgment entered against his claims, and Mary Elizabeth cross-appealed from the trial court's order striking portions of her pleadings and summary-judgment materials.
STANDARD OF REVIEW	Summary judgment is reviewed under the same standard applied by the trial court: whether the evidence presents a genuine issue of material fact 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.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	M. Mallory Mantiplay v. Mary Elizabeth Mantiplay

TOPICS

- summary judgment
- statute of frauds
- unjust enrichment
- quantum meruit
- contracts

PRACTICE AREAS

family law

contracts

real estate

civil procedure

commercial litigation

QUESTIONS PRESENTED

1. Whether summary judgment was proper on Mallory's claim for money owed based on alleged loans.
2. Whether Mallory's affidavit created a genuine issue of material fact despite his deposition testimony concerning the nature of the payments.
3. Whether Mallory could obtain an equitable mortgage based on an oral agreement concerning an interest in real property.
4. Whether Mallory's promissory-fraud claim could proceed when based on an oral promise unenforceable under the Statute of Frauds.
5. Whether genuine issues of material fact existed on Mallory's unjust-enrichment claim.
6. Whether Mallory presented a prima facie quantum-meruit claim for the value of legal services performed at Mantiply & Associates.
7. Whether factual issues concerning the clean-hands doctrine precluded summary judgment on the quantum-meruit claim.
8. Whether the trial court erred in striking portions of Mary Elizabeth's counterclaim, summary-judgment narrative, and affidavit.

HOLDINGS

1. Summary judgment was improper because Mallory presented substantial evidence creating a genuine issue of material fact as to whether the payments to or on behalf of Mary Elizabeth were loans that she was obligated to repay.
2. Mallory's equitable-mortgage claim was barred by the Statute of Frauds because the agreement concerning an interest in the real property was not in writing and the part-performance exception did not apply.
3. An oral promise that is void under the Statute of Frauds cannot support a promissory-fraud claim.
4. Summary judgment was improper on the unjust-enrichment claim because the evidence created a genuine issue of material fact concerning whether Mary Elizabeth's retention of the money and property-related payments was unjust.
5. Mallory presented a prima facie quantum-meruit claim because the parties had no enforceable express or implied-in-fact contract concerning compensation, and factual issues existed as to whether Mary Elizabeth knowingly accepted his services and whether he reasonably expected compensation.
6. Summary judgment was improper because factual questions existed as to whether Mallory's conduct violated the clean-hands doctrine and therefore barred equitable recovery.
7. The trial court's order striking portions of Mary Elizabeth's counterclaim, summary-judgment narrative, and affidavit was affirmed because Mary Elizabeth failed to cite relevant supporting authority, and Rule 12(f) applies to pleadings rather than summary-judgment materials.

KEY QUOTATIONS

“The parties' agreement that Mallory would come to work at Mantiply & Associates, that Mary Elizabeth would continue to control the firm's money, and that Mallory would be "treated fairly" is so vague as to be tantamount to no agreement at all.” (at 656)

“There is a factual question as to whether Mary Elizabeth knowingly accepted the benefit of Mallory's services and whether Mallory had an expectation of being compensated for the reasonable value of his services.” (at 657)

FACTUAL BACKGROUND

The parties were former spouses and both were attorneys. After the divorce, Mallory lived with Mary Elizabeth and their daughter and paid substantial sums that he claimed were loans, including \$60,000 in direct payments, \$103,996.80 from a brokerage account, and mortgage and other expenses associated with Mary Elizabeth's Neumann Drive property. Mallory also worked at Mary Elizabeth's law practice, Mantiply & Associates, and claimed he was inadequately compensated for services that helped make the practice profitable. The parties disputed whether the payments were loans or living expenses, whether an oral agreement concerning an interest in the property existed, and whether Mallory was entitled to compensation for his legal work.

PROCEDURAL HISTORY

Mallory sued his former wife seeking repayment of alleged loans and asserting claims including fraud, unjust enrichment, equitable mortgage, and quantum meruit. Mary Elizabeth moved for summary judgment on Mallory's claims; the trial court granted summary judgment, rejected the equitable-mortgage theory, invalidated Mallory's lis pendens notices, and placed Mary Elizabeth's counterclaims on the administrative docket. The trial court also partially granted Mallory's motion to strike and certified the judgment as final under Rule 54(b). The Supreme Court of Alabama reversed as to money owed, unjust enrichment, and quantum meruit, affirmed as to the fraud and equitable-mortgage claims, and affirmed the order granting the motion to strike.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The judgment was reversed as to the claims for money owed, unjust enrichment, and quantum meruit arising from Mallory's practice at Mantiply & Associates, and the matter was remanded for further proceedings on those claims. The judgment was affirmed as to the fraud and equitable-mortgage claims and as to the order granting Mallory's motion to strike.

CASES CITED

- Bussey v. John Deere Co., 531 So. 2d 860, 862 (Ala. 1988)
- Bass v. SouthTrust Bank of Baldwin County, 538 So. 2d 794 (Ala. 1989)
- West v. Founders Life Assurance Co. of Florida, 547 So. 2d 870, 871 (Ala. 1989)

- Hanners v. Balfour Guthrie, Inc., 564 So. 2d 412 (Ala. 1990)
- Livingston v. Tapscott, 585 So. 2d 839, 841 (Ala. 1991)
- Bowline v. Cox, 248 Ala. 55, 26 So. 2d 574, 577 (1946)
- Continental Eagle Corp. v. Mokrzycki, 611 So. 2d 313, 317 (Ala. 1992)
- Doe v. Swift, 570 So. 2d 1209, 1214 (Ala. 1990)
- Robinson v. Hank Roberts, Inc., 514 So. 2d 958, 961 (Ala. 1987)
- Rickard v. Shoals Distrib., Inc., 645 So. 2d 1378, 1382-83 (Ala. 1994)
- Tittle v. Alabama Power Co., 570 So. 2d 601, 606-07 (Ala. 1990)
- Edwards v. Scruggs, 155 Ala. 568, 46 So. 850 (1908)
- Davis v. Harris, 211 Ala. 679, 101 So. 458 (1924)
- Keller v. Security Fed. Sav. & Loan Ass'n, 555 So. 2d 151 (Ala. 1989)
- Smith v. Smith, 466 So. 2d 922, 925 (Ala. 1985)
- Jones v. Jones, 219 Ala. 62, 64, 121 So. 78, 78-79 (1929)
- Spradlin v. Birmingham Airport Auth., 613 So. 2d 347, 348 (Ala. 1993)
- Sea Calm Shipping Co., S.A. v. Cooks, 565 So. 2d 212, 216 (Ala. 1990)
- Waddell & Reed, Inc. v. United Investors Life Ins. Co., 875 So. 2d 1143, 1160 (Ala. 2003)
- Padgett v. Hughes, 535 So. 2d 140, 142 (Ala. 1988)
- Byrd v. Lamar, 846 So. 2d 334, 343 (Ala. 2002)
- Ex parte Grand Manor, Inc., 778 So. 2d 173, 182 (Ala. 2000)
- Dickinson v. Cosmos Broad. Co., 782 So. 2d 260, 266 (Ala. 2000)
- Hancock-Hazlett Gen. Constr. Co. v. Trane Co., 499 So. 2d 1385, 1387 (Ala. 1986)
- Battles v. Atchison, 545 So. 2d 814, 815 (Ala. Civ. App. 1989)
- Avis Rent A Car Sys., Inc. v. Heilman, 876 So. 2d 1111, 1123 (Ala. 2003)
- Welch v. Montgomery Eye Physicians, P.C., 891 So. 2d 837, 843 (Ala. 2004)
- Jordan v. Mitchell, 705 So. 2d 453, 458 (Ala. Civ. App. 1997)
- Brannan & Guy, P.C. v. City of Montgomery, 828 So. 2d 914, 921 (Ala. 2002)
- Green v. Hospital Bldg. Auth. of Bessemer, 294 Ala. 467, 470, 318 So. 2d 701, 704 (1975)
- Hendrix, Mohr & Yardley, Inc. v. City of Daphne, 359 So. 2d 792, 795 (Ala. 1978)
- Utah Foam Prods., Inc. v. Polytec, Inc., 584 So. 2d 1345 (Ala. 1991)
- Vardaman v. Florence City Bd. of Educ., 544 So. 2d 962 (Ala. 1989)
- Steiger v. Huntsville City Bd. of Educ., 653 So. 2d 975, 978 (Ala. 1995)
- Neal v. Neal, 856 So. 2d 766, 786 (Ala. 2002)
- J & M Bail Bonding Co. v. Hayes, 748 So. 2d 198, 199 (Ala. 1999)
- Reynolds Metals Co. v. Hill, 825 So. 2d 100, 105 (Ala. 2002)