

SUPREME COURT OF OKLAHOMA

GREEN MEADOW REALTY CO. v. GILLOCK

Green Meadow Realty, 2018 OK 42 (Okla. 2018) · No. 115159 · Decided May 15, 2018

SUMMARY

The Oklahoma Supreme Court held that summary judgment was improper in a dispute over a real estate commission and an addendum limiting the period for an excluded sale. The court concluded that conflicting evidence regarding the parties' oral agreement and alleged fraud in the inducement could allow reasonable minds to reach different conclusions. It vacated the Court of Civil Appeals' opinion and reversed the trial court's summary judgment in its entirety.

CASE DETAILS

COURT	Supreme Court of Oklahoma
WRITING FOR THE COURT	Reif, J.; Combs, C.J.; Gurich, V.C.J.; Winchester, J.; Edmondson, J.; Colbert, J.; Wyrick, J.; Darby, J.
JURISDICTION	Oklahoma
DECIDED	May 15, 2018
DOCKET	115159
DISPOSITION	reversed
PROCEDURAL POSTURE	Owners sought certiorari review of the Oklahoma Court of Civil Appeals' decision affirming summary judgment for Realtor on its commission claim and affirming summary judgment on two counterclaims while reversing on a tortious-interference counterclaim.
STANDARD OF REVIEW	Summary judgment is improper if, under the evidence, reasonable minds could reach different conclusions from the facts. On review, all inferences in the evidence must be viewed in the light most favorable to the party opposing summary judgment.
PRECEDENTIAL VALUE	Oklahoma Supreme Court opinion; the text states that it had not yet been released for publication and was subject to revision or withdrawal at the time of issuance.
PARTIES	Roger P. Gillock, Mary Gillock v. Green Meadow Realty Co., d/b/a and/or a/k/a Keller Williams Realty, and/or Keller Williams Green Meadow

TOPICS

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summary judgment

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appellate procedure

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QUESTIONS PRESENTED

1. Whether summary judgment was proper on Green Meadow Realty's claim for a real-estate commission when the owners presented evidence that the realtor's agent orally agreed to a complete exclusion, materially altered the agreement in the written addendum, and misrepresented that the addendum reflected the requested exclusion.
2. Whether the same disputed facts and inferences required reversal of summary judgment on the owners' counterclaims for breach of contract, fraud, and tortious interference.

HOLDINGS

1. Summary judgment was improper because the evidence permitted reasonable minds to differ about the parties' agreement, the realtor's agent's representations, and whether the owners were fraudulently induced to sign the addendum.
2. The owners' failure to read the addendum was not dispositive as a matter of law; it was one circumstance to be considered with the parties' other communications and conduct in determining whether fraud in the inducement occurred.
3. Summary judgment on all of the owners' counterclaims was also improper because the same disputed facts and inferences supporting the fraud-in-the-inducement defense were relevant to resolving those claims.

KEY QUOTATIONS

“Where one party falsely represents to another party that the writing includes the oral agreement, and the other party is thereby induced to sign the writing without reading it, that is a sufficient trick, artifice and fraud to support a claim of fraud in the inducement.” (§6)

“Ultimately, the communications and conduct of the parties with respect to the addendum must be judged in the totality of the circumstances surrounding its creation.” (§7)

FACTUAL BACKGROUND

Green Meadow Realty sought a commission after the sale of listed property to buyers whom Roger and Mary Gillock believed were excluded from the listing agreement. The parties signed an addendum stating that a sale to those buyers was reserved until June 5, 2014, with a 3% listing commission, but the sale occurred outside that period. The Gillocks asserted that they requested a complete exclusion, signed the addendum without reading it after the realtor's agent represented that it set forth their exclusion, and did not knowingly agree to the time limitation.

PROCEDURAL HISTORY

Green Meadow Realty sued Roger and Mary Gillock to recover a real-estate commission. The district court granted Realtor summary judgment on the commission claim and Owners' counterclaims. The Court of Civil Appeals affirmed the commission ruling and the rulings on two counterclaims but reversed as to the tortious-interference claim. The Oklahoma Supreme Court granted certiorari, vacated the Court of Civil Appeals' opinion, and reversed the trial court's summary judgment in toto.

DISPOSITION

reversed

REMAND INSTRUCTIONS

The trial court's summary judgment was reversed in toto, and the Court of Civil Appeals' opinion was vacated. The matter was left for further proceedings consistent with the opinion.

CASES CITED

- Boren v. Kirk, 1994 OK 94, 878 P.2d 1059
- Silk v. Phillips Petroleum Co., 1988 OK 93, 760 P.2d 174
- Miller v. Troy Laundry Machinery Co., 1936 OK 513, 62 P.2d 975