

SUPREME COURT OF APPEALS OF WEST VIRGINIA

Rosanna S. Crum v. Chafin Funeral Home, Inc.

Crum v. Chafin Funeral Home · No. 15-1214 · Decided October 28, 2016

SUMMARY

The Supreme Court of Appeals of West Virginia affirmed the dismissal of Rosanna S. Crum’s claims against Chafin Funeral Home, Inc. arising from funeral expenses for her late husband. The court held that a signed statement of funeral goods and services constituted a valid contract and rejected her negligence and tortious-interference theories. The decision was issued as a memorandum decision under Rule 21 of the West Virginia Rules of Appellate Procedure.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                           |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | Supreme Court of Appeals of West Virginia                                                                                                                                                                                                                                                 |
| WRITING FOR THE COURT | Chief Justice Menis E. Ketchum; Justice Brent D. Benjamin; Justice Margaret L. Workman; Justice Allen H. Loughry II; Justice Robin Jean Davis                                                                                                                                             |
| JURISDICTION          | West Virginia                                                                                                                                                                                                                                                                             |
| DECIDED               | October 28, 2016                                                                                                                                                                                                                                                                          |
| DOCKET                | 15-1214                                                                                                                                                                                                                                                                                   |
| DISPOSITION           | affirmed                                                                                                                                                                                                                                                                                  |
| PROCEDURAL POSTURE    | Petitioner appealed the Circuit Court of Mingo County's order dismissing her claims against Chafin Funeral Home, Inc. for failure to state a claim.                                                                                                                                       |
| STANDARD OF REVIEW    | De novo review applies to a circuit court order granting a motion to dismiss. The complaint is viewed in the light most favorable to the nonmoving party, and dismissal is proper only when it appears beyond doubt that the plaintiff can prove no set of facts entitling her to relief. |
| PRECEDENTIAL VALUE    | Unpublished memorandum decision; no substantial question of law was found under Rule 21.                                                                                                                                                                                                  |
| PARTIES               | Rosanna S. Crum v. Chafin Funeral Home, Inc.                                                                                                                                                                                                                                              |

TOPICS

- contract formation
- negligence
- torts
- motions to dismiss
- appellate procedure

## PRACTICE AREAS

contracts

torts

civil procedure

appellate procedure

## QUESTIONS PRESENTED

1. Whether the signed Statement of Funeral Goods and Services Selected constituted a valid contract between Crum and Chafin Funeral Home.
2. Whether Chafin Funeral Home could be liable for negligence based on allegedly arranging funeral services more costly than those Crum would have chosen or could afford.
3. Whether Chafin Funeral Home tortiously interfered with an alleged contract between Crum and third parties who purportedly promised to pay the funeral costs.

## HOLDINGS

1. The signed Statement constituted a valid contract between Crum and Chafin Funeral Home because it identified the funeral goods and services, contained itemized charges, reflected consideration, and included Crum's agreement to make full payment.
2. Crum failed to state an actionable negligence claim against Chafin Funeral Home.
3. Crum could not establish tortious interference because she could not show the existence of the alleged underlying contract with the third parties.

## KEY QUOTATIONS

*“The fundamentals of a legal contract are competent parties, legal subject matter, valuable consideration and mutual assent. There can be no contract if there is one of these essential elements upon which the minds of the parties are not in agreement.”* (3)

*“To establish prima facie proof of tortious interference, a plaintiff must show: (1) existence of a contractual or business relationship or expectancy; (2) an intentional act of interference by a party outside that relationship or expectancy; (3) proof that the interference caused the harm sustained; and (4) damages.”* (4)

## FACTUAL BACKGROUND

Walter Eugene Crum, the Mingo County sheriff, was killed in the line of duty. The day after his death, several public officials allegedly assured Rosanna Crum that they would pay all funeral and burial costs, while Chafin Funeral Home performed the services. Crum signed a Statement of Funeral Goods and Services Selected containing itemized charges and a promise to make full payment, and she ultimately paid the funeral expenses. She later sued the funeral home and the individuals after the alleged third-party promises to pay were not honored.

## PROCEDURAL HISTORY

After Sheriff Walter Eugene Crum's death, Rosanna Crum sued Chafin Funeral Home and several individuals, asserting claims including breach of contract, negligence, detrimental reliance, implied contract, tortious breach of contract, and related damages claims. The circuit court dismissed the claims against the funeral home on

November 9, 2015, concluding that the parties' signed Statement of Funeral Goods and Services Selected was a valid contract and that petitioner had not stated actionable negligence or tortious-interference claims. The Supreme Court of Appeals of West Virginia affirmed.

## DISPOSITION

affirmed

## CASES CITED

- State ex rel. McGraw v. Scott Runyan Pontiac-Buick, Inc., 194 W.Va. 770, 461 S.E.2d 516 (1995)
- Chapman v. Kane Transfer Co., Inc., 160 W.Va. 530, 236 S.E.2d 207 (1977)
- Conley, 355 U.S. at 45–46, 78 S.Ct. at 102, 2 L. Ed. 2d at 84
- Virginian Export Coal Co. v. Rowland Land Co., 100 W.Va. 559, 131 S.E. 253 (1926)
- Dan Ryan Builders, Inc. v. Nelson, 230 W.Va. 281, 737 S.E.2d 550 (2012)
- State ex rel. AMFM, LLC v. King, 230 W.Va. 471, 740 S.E.2d 66 (2013)
- Sewell v. Gregory, 179 W.Va. 585, 587, 371 S.E.2d 82, 84 (1988)
- Strahin v. Cleavenger, 216 W.Va. 175, 183, 603 S.E.2d 197, 205 (2004)
- Carter v. Monsanto Co., 212 W.Va. 732, 737, 575 S.E.2d 342, 347 (2002)
- Torbett v. Wheeling Dollar Sav. & Trust Co., 173 W.Va. 210, 314 S.E.2d 166 (1983)

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