

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

COMPLETE TITLE OF CASE:

CHRISTOPHER SPIELVOGEL, ET AL.,

Appellants

v.

CITY OF KANSAS CITY, MISSOURI.

Respondent

DOCKET NUMBER WD70548

DATE: October 27, 2009

Appeal From:

Circuit Court of Clay County, MO
The Honorable Anthony Rex Gabbert, Judge

Appellate Judges:

Division Three: Thomas H. Newton, C.J., James Edward Welsh, and Karen King Mitchell, JJ.

Attorneys:

Richard L. Rollings, Jr., Camdenton, MO

Counsel for Appellants,

Attorneys:

Saskia C.M. Jacobse, Kansas City, MO
Theodore T. Anderson, Kansas City, MO

Counsel for Respondent
Co-Counsel for Respondent

**MISSOURI APPELLATE COURT OPINION SUMMARY
MISSOURI COURT OF APPEALS, WESTERN DISTRICT**

**CHRISTOPHER SPIELVOGEL, ET AL., Appellants, v.
CITY OF KANSAS CITY, MISSOURI, Respondent**

WD70548

Clay County

Before Division Three Judges: Newton, C.J., Welsh, and Mitchell, JJ.

Christopher Spielvogel and his wife, Diana Spielvogel, were riding a motorcycle on the Broadway Bridge Complex in Kansas City on July 22, 2001, when their motorcycle collided with the center median. Diana Spielvogel died from her injuries, and Christopher Spielvogel was seriously injured. Christopher Spielvogel and his children sued the Missouri Highway and Transportation Commission (MHTC) and the City of Kansas City for personal injury and wrongful death. The circuit court entered judgment against MHTC on the basis of an arbitration award, which found that MHTC was responsible for the property on which the accident occurred, that dangerous conditions existed on the property, and that the accident was a direct result of those dangerous conditions. The court granted the City's motion for summary judgment, after finding that the City did not own the property at the time of the accident and that MHTC exclusively controlled the property. The Spielvogels appeal, claiming that the City failed to establish that it did not own the bridge complex at the time of the accident.

AFFIRMED.

Division Three holds:

The undisputed evidence establishes that the City did not own the bridge complex at the time of the accident. The City had executed a bill of sale and quitclaim deed deeding the bridge complex to MHTC in 1994. The City gave the deed to MHTC, with the understanding that MHTC would hold the deed, without recording it, until the terms of the parties' exchange agreement and the amendment thereto had been satisfied. When all of the terms had been satisfied, the City notified MHTC. The City's act of notifying MHTC manifested its intent to relinquish its remaining dominion over the deed and make it operative as a conveyance of title. At that point, delivery of the deed occurred. MHTC's subsequent act of sending the deed to the City to be recorded manifested its intent to accept the delivery. Title to the bridge complex was transferred to MHTC at that time, which was January 26, 2001, almost seven months before the Spielvogels' accident.

Opinion by: James Edward Welsh, Judge

October 27, 2009

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THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED.