

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

LEE C. HUNT, JR.,

Appellant,

v.

ESTATE OF ANNA M. HUNT, et al.,

Respondent.

DOCKET NUMBER WD73048

Date: September 13, 2011

Appeal from:
Morgan County Circuit Court
The Honorable Kenneth M. Hayden, Judge

Appellate Judges:
Division Four: Lisa White Hardwick, Chief Judge, Presiding, Mark D. Pfeiffer,
Judge, and Brad Funk, Special Judge

Attorneys:
Daniel S. Hobart, Raymore, MO, for appellant.
Teresa L. Christian-Bingham, Liberty, MO, for respondent.

MISSOURI APPELLATE COURT OPINION SUMMARY
COURT OF APPEALS -- WESTERN DISTRICT

LEE C. HUNT, JR.

Appellant,

v.

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WD73048

Morgan County

Before Division Four: Lisa White Hardwick, Chief Judge, Presiding, Mark D. Pfeiffer, Judge, and Brad Funk, Special Judge

Lee C. Hunt, Jr. appeals the judgment denying his claims for breach of contract, specific performance, unjust enrichment, quantum meruit, and conversion against the Estate of Anna M. Hunt and Billie A. Gammill, as personal representative of the estate and in her individual capacity. Lee contends he presented sufficient evidence to prevail on his claims. He also contends the circuit court erred in applying the parol evidence rule to exclude certain evidence.

AFFIRMED.

Division Four holds: The circuit court did not err in denying Lee's claims because: (1) on his breach of contract claim, the evidence favorable to the judgment demonstrated that Lee, and not Anna, breached their contract for deed; (2) on his specific performance claim, the evidence favorable to the judgment

demonstrated that Anna never waived the contract's time is of the essence provision and that Lee's offer of tender was insufficient to entitle him to equitable redemption; (3) on his unjust enrichment claim, Lee failed to prove that he conferred a benefit on Anna and that her retention of any benefit was unjust; (4) on his quantum meruit claim, Lee failed to prove he provided services to Anna that benefited her, the reasonable value of his purported services, and that Anna refused to pay for the services upon his demand; (5) on his conversion claims, Lee failed to prove he had a right to possess the personal property after he breached the contract for deed. Additionally, the circuit court did not abuse its discretion in excluding evidence of Lee's purported down payment because Lee failed to prove the omission of the purported down payment from the unambiguous contract was due to mutual mistake.

Opinion by: Lisa White Hardwick, Chief Judge

September 13, 2011

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