MISSOURI COURT OF APPEALS
WESTERN DISTRICT

MARK ROWLAND AND BRENDA ROWLAND

APPELLANTS,

v.

KEITH A. QUEVREAUX, TRUSTEE OF THE KEITH A. QUEVREAUX REVOCABLE TRUST U/T/A DATED JULY 23, 2012

RESPONDENT.

DOCKET NUMBER WD83877

DATE: March 2, 2021

Appeal From:

Boone County Circuit Court
The Honorable Jonathan H. Jacobs, Judge

Appellate Judges:

Division Three: Karen King Mitchell, Presiding Judge, Gary D. Witt, Judge and Anthony Rex Gabbert, Judge

---

Attorneys:

Thomas M. Schneider, Columbia, MO, for appellants.

Glen R. Ehrhardt, Columbia, MO, for respondent.

MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

MARK ROWLAND AND BRENDA ROWLAND, APPELLANTS,
v.
KEITH A. QUEVREAUX, TRUSTEE OF THE KEITH A. QUEVREAUX REVOCABLE TRUST U/T/A DATED JULY 23, 2012, RESPONDENT.

WD83877 Boone County

Before Division Three Judges: Karen King Mitchell, Presiding Judge, Gary D. Witt, Judge, and Anthony Rex Gabbert, Judge

Appellants Mark and Brenda Rowland (collectively "the Rowlands") appeal from the judgment of the Circuit Court of Boone County entering summary judgment against the Rowlands and in favor of the Keith A. Quevreaux Revocable Trust u/t/a Dated July 23, 2013 ("Quevreaux Trust") on the Rowlands' claim for reformation of two deeds.

The Lucreta Olden Revocable Trust ("Olden Trust") owned a farm consisting of 187.61 acres more or less. The Olden Trust executed a deed on October 5, 2006, conveying the southern portion of the farm to Keith Quevreaux ("Quevreaux") containing 63.73 acres more or less ("Olden-Quevreaux Deed"). Subsequently on December 20, 2006, the Olden Trust executed a deed conveying the northern portion of the farm to the Rowlands containing 123.88 acres more or less ("Olden-Rowlands Deed").

At some point before the farm was transferred, the Rowlands allege in their petition that the Rowlands and Quevreaux entered into an oral agreement that a curved fence line would serve as the boundary between the northern and southern tracts of land. However, the surveyor did not follow the curvature of the fence line, but instead "shot a straight line" from one fence post across the farm to the other. Approximately .95 acres of land was between the straight line and the curvature of the fence line. The survey was used for the legal descriptions in the deeds transferring the property.

The Rowlands petitioned the circuit court requesting the court reform the Olden-Quevreaux Deed and the Olden-Rowlands Deed to reflect the intended boundary, which would remove approximately .95 acres from the southern tract and add it to the northern tract.

On February 10, 2020, Quevreaux filed a motion for summary judgment alleging that the agreement made between the Rowlands and Quevreaux was not in writing and "was man-to-man" and that the Statute of Frauds barred the reformation. On May 19, 2020, the circuit court granted summary judgment in favor of Quevreaux and against the Rowlands.

AFFIRMED.

Division Three holds:

The circuit court did not err in granting summary judgment in favor of Quevreaux and against the Rowlands because the Rowlands failed to a state a claim upon which relief can be granted in that the alleged mistake was mutual to Rowlands and Quevreaux. To state a claim for reformation, a petitioner must demonstrate: (1) a preexisting agreement between the parties, (2) a scrivener's error in drafting the agreement, and (3) that the mistake was *mutual as between the grantors and grantees*. *Ethridge v. TierOne Bank*, 226 S.W.3d 127, 132 (Mo. banc 2007). The grantor as to both deeds was the Olden Trust, which is not a party to this action. The Rowlands and Quevreaux were not in privity with one another in either the Olden-Quevreaux Deed or the Olden-Rowlands Deed.

Opinion by: Gary D. Witt, Judge March 2, 2021

****

This summary is UNOFFICIAL and should not be quoted or cited.