

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

ATC COMPANY, INC., Plaintiff,)	No. ED97871
)	Appeal from the Circuit Court
vs.)	of St. Charles County
)	
STEVEN M. MYATT and JEANNE)	Hon. Nancy L. Schneider
MYATT, Respondents, and)	Filed:
PINEWOODS INVESTMENTS, LLC,)	January 8, 2013
Appellant.		

Pinewoods Investments, LLC appeals from the judgment of the trial court awarding earnest money, deposited pursuant to a real estate contract, to Steven and Jeanne Myatt.

REVERSED AND REMANDED

Division Three holds: The trial court erred in finding the Extension Agreement modified the Sale Contract to waive all contingencies for the second closing. The words “Contract” and “property” are ambiguous and the parties’ intent should be determined through an examination of extrinsic evidence. While the appellate court can determine whether an ambiguity exists as a matter of law, the resolution of an ambiguity is for the fact-finder. Therefore, the cause is reversed and remanded for a determination of the contractual intent of the parties using extrinsic evidence.

Opinion by: Robert G. Dowd, Jr., P.J.
Roy, L. Richter, J. and Angela T. Quigless, J., concur.

Attorneys for Appellant: Paul J. Puricelli, Sam Alton

Attorney for Respondent: John C. Maxwell

<p>THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.</p>
