



IN THE COURT OF APPEALS OF MISSISSIPPI

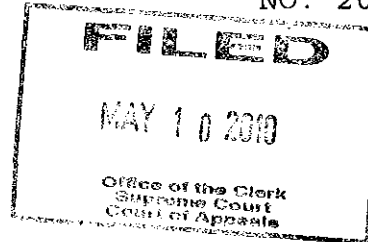
CONSERVATORSHIP OF THE ESTATE  
OF ROBERT BAIRD MOOR, BY BETTY PEARSON MOOR  
AND ROBERT BAIRD MOOR, JR., CO-CONSERVATORS

APPELLANT

VS.

NO. 2009-CA-01077

STATE OF MISSISSIPPI,  
DEPARTMENT OF WILDLIFE,  
FISHERIES AND PARKS;  
LEFLORE COUNTY, MISSISSIPPI;  
AND LEFLORE COUNTY SCHOOL DISTRICT



APPELLEES

APPEAL FROM  
THE CHANCERY COURT OF THE  
FIRST JUDICIAL DISTRICT OF HINDS COUNTY

REPLY BRIEF FOR APPELLANT

By: Donald W. Boykin  
515 Court Street  
Jackson, Mississippi 39201  
601-969-3015  
MB [REDACTED]  
Attorney for Appellant

## TABLE OF CONTENTS

TABLE OF CONTENTS .....	i
TABLE OF CITATIONS .....	ii
ARGUMENT OF ISSUE .....	1
CONCLUSION.....	2
CERTIFICATE OF SERVICE .....	3

## TABLE OF CITATIONS

### Mississippi Cases

<u>Blaylock v. McMillan Farms, Inc.</u> , 214 So. 2d 456 (Miss. 1968).....	1
<u>Brown v. King</u> , 214 Miss. 437, 58 So. 2d 922 (1952).....	1
<u>Knight v. McCain</u> , 531 So. 2d 590 Miss. 1988).....	1
<u>West v. Arrington</u> , 183 So. 2d 824 (Miss. 1966).....	1

## ARGUMENT OF ISSUE

### ISSUE ONE

#### DEFENDANTS' MOTION FOR SUMMARY JUDGMENT SHOULD HAVE BEEN DENIED AND THE MOORS' MOTION FOR SUMMARY JUDGMENT SHOULD HAVE BEEN GRANTED.

Appellees contend that the deeds did not create a reversionary interest, and in support of that, they refer to the Option to Purchase. First, there is no evidence that the Option was recorded in the land records, and therefore, there is no proof of any constructive notice with respect to the provisions of the Option. Secondly, an option is a contract, and, agreements (options) are merged into subsequent deeds. Blaylock v. McMillan Farms, Inc., 214 So. 2d 456 (Miss. 1968). "The doctrine of merger is firmly ingrained in Mississippi law." "Previous negotiations or contracts are merged into a deed of conveyance." Knight v. McCain, 531 So. 2d 590, 595 (Miss. 1988), citing West v. Arrington, 183 So. 2d 824, 827 (Miss. 1966); Brown v. King, 214 Miss. 437, 58 So. 2d 922, 923 (1952). Thus, the provisions of the Option to Purchase cannot be used to contradict those in the subject deeds.

Appellees say the Moors interpretation of the word "construction" is "tortured." While it seems to be elementary that the word "construction" does not encompass furniture, equipment or exhibits, the two definitions provided by Appellees seem to be persuasive, and those items are not encompassed by the term "construction." Black's definition says, in part, the "thing so built." Webster's refers to "a complete integrated object." When one speaks of constructing a home, or speaks in terms of the

cost of construction, reference is to the building, not the building and all the furniture and furnishings.

With respect to its claim that property should not revert to the Moors, Appellees say, "The Grantors, at best, stated a purpose for the land." (Brief for the Appellees, at p. 26). That seems to suggest that the Moors intended only that they would "like" for the property to be used as a State Living Historical Park, not that it had to be. Appellees have not answered the question as to how long the State had to use the property as a Living Historical Park to satisfy the provisions of the deed.

#### CONCLUSION

The property should revert to the Grantors or their successors. If not, then the Court should set aside its Final Judgment Granting the Defendants' Motion for Summary Judgment on the basis that there remain genuine issues of material fact to be decided at a trial on the merits.

Respectfully submitted,

CONSERVATORSHIP OF THE ESTATE OF  
ROBERT BAIRD MOOR, BY BETTY PEARSON MOOR  
AND ROBERT BAIRD MOOR, JR., CO-CONSERVATORS,  
AND JANIE LOGAN MOOR

BY: 

DONALD W. BOYKIN  
THEIR ATTORNEY

CERTIFICATE OF SERVICE

I, Donald W. Boykin, do hereby certify that I have this day mailed, postage prepaid, by United States Mail, a true and correct copy of the above and foregoing Motion to Alter or Amend Memorandum Opinion of the Court and Final Judgment to:

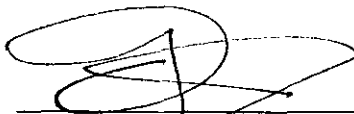
JOYCE I. CHILES  
BOARD ATTORNEY  
POST OFFICE BOX 884  
ITTA BENA, MS 38941

WILLIE J. PERKINS, SR.  
ATTORNEY AT LAW  
POST OFFICE BOX 8404  
GREENWOOD, MS 38935

PETER W. CLEVELAND  
SPECIAL ASSISTANT ATTORNEY GENERAL  
OFFICE OF THE ATTORNEY GENERAL  
POST OFFICE BOX 220  
JACKSON, MS 39205-0220

LEMUEL E. MONTGOMERY, III  
BUTLER SNOW O'MARA STEVENS & CANNADA  
POST OFFICE BOX 22567  
JACKSON, MS 39225-2567

This the 10<sup>th</sup> day of May, 2010.

  
DONALD W. BOYKIN

DONALD W. BOYKIN  
ATTORNEY AT LAW  
515 COURT STREET  
JACKSON, MISSISSIPPI 39201  
601-969-3015  
MB# [REDACTED]