

Supreme Court of Texas
March 18, 2016

Stephens v. Beard

No. 14-0406

Case Summary written by Mariah Mauck, Staff Member.

PER CURIAM.

This case involves the construction of the nearly identical wills of a married couple, Venice and Melba Beard. Venice Beard took his own life shortly after fatally shooting his wife Melba. Each of their wills contained the following provision: “If both my [husband/wife and I] die in a common disaster or under circumstances making it impossible to determine which of us died first, I bequeath [specified cash amounts to nine individuals].” In addition, each will also contained provisions devising and bequeathing certain property in the event that either spouse did not survive the other by 90 days.

It is undisputed that Melba and Venice died on the same night—Melba at 8:59 pm and Venice at 10:55 pm. Following their deaths, Elaine Stephens—as independent executrix of both estates—filed suits for each estate seeking a declaration that the Beards did not die in a “common disaster or under circumstances making it impossible to determine [who] died first.” The trial court found that the Beards died in a common disaster, disagreeing with Stephens. The trial court also found that the Simultaneous Death Act, Probate Code Chapter 47 (now re-codified in Estates Code Chapter 121), was incorporated into the Beards’ wills. The court of appeals affirmed both holdings.

Issue: Whether the Beards intended to use “common disaster” according to its settled legal meaning in their wills.

The Texas Supreme Court noted that in construing a will, the focus is on the testator’s intent, which is “ascertained by looking to the provisions of the instrument as a whole, as set forth within the four corners of the instrument.” Thus, courts should focus on the meaning of the actual words used by the testator, not what the testator intended to write. In this case, the phrase “common disaster” has a well-recognized legal meaning. The court of appeals acknowledged the legal definition, but then disregarded it by separately defining the words “common” and “disaster” and combining their separate definitions. While the legal

definition of “common disaster” characterizes it as “[a]n event that causes two or more persons [with related property interests] . . . to die at very nearly the same time, *with no way of determining the order of their deaths*,” the court of appeals’ definition excluded the requirement that it be impossible to determine the order of deaths. The court of appeals therefore held that the homicide-suicide was a common disaster.

The Court held that the court of appeals erred by ignoring the legal definition of “common disaster,” because language used in a will that has a well-settled legal definition should be construed in accordance with that definition unless the context of the will shows a clear intention to the contrary. The Beards’ wills do not express a contrary intent and it seems that the Beards used “common disaster” in its legal sense. In addition, the wills’ other provisions tend to support such a reading. Accordingly, the Court found that the Beards died nearly two hours apart and their deaths did not trigger the common-disaster provisions in their wills.

The Court granted the petition for review and reversed the court of appeals’ judgment, rendering judgment that the Beards did not die in a “common disaster.”