

CASE BRIEFING: Dementas v. Estate of Tallas, By and Through First Security Bank, 764 P.2d 628 (1998)



Name

Dementas v.Estate of Tallas, By and Through First Sec. Bank, 764 P.2d 628 (1998)

Procedural History

There was a declined pretrial claim from claimant with consequential appeal from the trial court decision.

Facts

Peter Dementas claimed his right to become the deceased Jack Tallas' heir, who had made a written promise to Dementas for payment of \$50,000.00 in order to acknowledge his help rendered to the deceased. His free of charge services to his friend Tallas included bringing him to the grocery store, managing his estates, and collecting his mail. Few months before his death, Tallas had written a memorandum in Greek, which was later translated in English and officially notarized. He stated there his willingness to make Dementas his heir and make necessary corrections in his testament that would entitle Dementas to receive a sum of \$50,000.00. Dementas made an attempt to claim this sum of money from the First Security Bank, personal representative of Tallas's estate. After having investigated the case in this pretrial stage, the representative declined such a request. The case was brought in front of the Third District Court in Salt Lake City, where

the Court ruled for estate, and the appeal was taken into the Court of Appeals. The evidence presented by Dementas was deemed to be extrinsic, and the claim could not be interpreted as “account stated”. The only logical way for Dementas to claim his money would have stemmed from the “moral obligation doctrine”, which did not apply in the State of Utah.

Issue

Should someone be able to recover financial reward after gratuitously rendering services to a deceased, after the latter has also failed to testify it officially with an exception of two written documents?

Holding/Decision

No

Rule

There were several possible outcomes for Dementas upon conditions, of which he would be able to recover his money, particularly the account stated, quantum meruit, gift causa mortis, and a will to modify the testament. Since, based upon the evidence, only one of those was taken into consideration by the court (“account stated”), there were certain conditions to be met according to Corbin (1993):

1. Previous transactions between the parties giving rise to an indebtedness from one to the other;
2. An agreement between the parties as to the amount due and the correctness of that amount;
3. An express or implied promise by the debtor to pay the creditor the amount owing.

Reasoning

The burden of proving that the Memorandum could be construed as a contract lay on Dementas, and he has failed to find enough evidence for that. First, there was no indebtedness between the parties that needed to be settled (1). Besides, the Memorandum could not fall under the “account stated” classification, as it was not qualified as a contract, but as a will to make Dementas Tallas’ heir, which was also impeded by some differences between the Greek and English translation of the Memorandum (2). Also, events that have taken place prior to the promise of Tallas had no legal consideration, as they were events of “past consideration”. The “moral obligation” that is applicable in some courts across the USA, was also not embraced in Utah, which, even if had been embraced, also would not have ruled for Dementas in this case, since the court deemed that the services rendered by him were voluntary and not performed with expectation of any reward (3).

Comments

Representative of the estate of Tallas expressed doubts over the services performed by Dementas, whether they took place at all, while the Court was merely questioning the price for such services. Dementas failed to provide enough evidence that he was entitled to receive the sum of money either as an heir or as a person having rendered certain services to Tallas. Dementas deemed the ruling of the court to be incorrect and was still persuaded of his right to receive his financial reward.