

# Table of contents

- ☑ **1. Recommendations** ..... 3
  - Section 1: Express Trusts and Express Contracts: A Legal Alignment (1000 words)** ..... 3
    - Cases (0) ..... 3
    - Briefs & Memoranda (0) ..... 3
    - Secondary Sources (2) ..... 3
    - Additional cases (0) ..... 3
  - Alignment between Express Trusts and Express Contracts** ..... 3
    - Cases (5) ..... 3
    - Briefs & Memoranda (0) ..... 5
    - Secondary Sources (2) ..... 6
    - Additional cases (3) ..... 6
  - Key Elements of a Legal Trust** ..... 7
    - Cases (0) ..... 7
    - Briefs & Memoranda (0) ..... 7
    - Secondary Sources (2) ..... 7
    - Additional cases (0) ..... 7
  - Separation of Legal and Equitable Title** ..... 7
    - Cases (0) ..... 8
    - Briefs & Memoranda (0) ..... 8
    - Secondary Sources (2) ..... 8
    - Additional cases (0) ..... 8
  - Grantors and the Role of Federal Trusteeship** ..... 8
    - Cases (3) ..... 8
    - Briefs & Memoranda (0) ..... 10
    - Secondary Sources (0) ..... 10
    - Additional cases (3) ..... 10
  - Federalism and the Balance of Powers** ..... 11
    - Cases (1) ..... 11
    - Briefs & Memoranda (0) ..... 12
    - Secondary Sources (0) ..... 12
    - Additional cases (0) ..... 12
  - Public Trust Doctrine in Federalism** ..... 12
    - Cases (1) ..... 12
    - Briefs & Memoranda (0) ..... 13
    - Secondary Sources (0) ..... 13
    - Additional cases (2) ..... 13
- 🚩 **2. Warnings for cited authority** ..... 15
  - Cases (14) ..... 15
  - Trial Court Orders (0) ..... 19
  - Statutes (1) ..... 19
  - Regulations (0) ..... 19
  - Secondary Sources (0) ..... 19
  - Administrative Decisions & Guidance (0) ..... 19
  - Unverified citations (0) ..... 19

<b>“ 3. Quotation analysis</b> .....	20
Quotations (12) .....	20
Unverified citations (0) .....	27
<b>☰ 4. Table of authorities</b> .....	28
Cases (15) .....	28
Trial Court Orders (0) .....	30
Statutes (2) .....	30
Regulations (0) .....	30
Secondary Sources (0) .....	30
Administrative Decisions & Guidance (0) .....	30
Unverified citations (0) .....	30

## ✓ 1. Recommendations

Quick Check uses Artificial Intelligence to analyze the document for arguments and facts to uncover relevant case law. Recommendations contains cases and other materials relevant to the issues in the analyzed document but that were not cited in it.

### Section 1: Express Trusts and Express Contracts: A Legal Alignment (1000 words)

#### Cases (0) [Jump to additional cases \(0\)](#)

No case recommendations provided for this heading, but please review briefs and secondary sources for additional recommendations.

#### Briefs & Memoranda (0)

No briefs and memoranda recommendations provided for this heading, but please review cases and secondary sources for additional recommendations.

#### Secondary Sources (2)

##### 1. [§ 322. History and basis of charitable trusts in the United States](#)

July 03, 2024 • BOGERT § 322

##### 2. [§ 365. The required characteristics of the charitable trust class](#)

July 03, 2024 • BOGERT § 365

#### Additional cases (0)

No additional case recommendations provided for this heading, but please review briefs and secondary sources for additional recommendations.

### Alignment between Express Trusts and Express Contracts

#### Cases (5) [Jump to additional cases \(3\)](#)


##### 1. [Conservation Northwest v. Commissioner of Public Lands](#)

Supreme Court of Washington, En Banc. • July 21, 2022 • 199 Wash.2d 813 • 514 P.3d 174

 High court

#### Case details

**Motion type:** Review of administrative decision**Highest level outcome:** Upheld appellate court's decision


 **Outcome:** As matter of apparent first impression, Omnibus Enabling Act created trust requiring the State, through its agency, DNR, to manage lands granted to it by federal government for the benefit of state institutions enumerated in the Act

Express trusts in real property may be created by an act of parties where one party accepts property with the express or implied understanding that he is not to hold it as his own absolute property, but to hold and apply it for certain specified purposes.

Omnibus Enabling Act created trust requiring the State, through its agency, Department of Natural Resources (DNR), to manage lands granted to it by federal government for the benefit of state institutions enumerated in the Act; the Act specified the uses for the land, the Act imposed several requirements on the State, and, although the Act in and of itself had no binding effect, its provisions became legally enforceable after State accepted the terms of the Act by framing and passing constitution, Congress approved the constitution, and president of United States issued proclamation to that effect. Omnibus Enabling Act of 1889, ch. 180, 25 Stat. 676; Wash. Const. art. 16, SS 1, 2, 3, 4, 5, 6; Restatement (Third) of Trusts S 13.

## 2. In re Washington Builders Ben. Trust

Court of Appeals of Washington, Division 2. • January 23, 2013 • 173 Wash.App. 34 • 293 P.3d 1206

 Frequently cited

### Case details

**Motion type:** Motion for summary judgment**Trial level outcome:** Motion granted**Movant at trial level:** Defendant

 **Outcome:** All trustees were liable for breaches

Generally, there are two basic categories of trusts, express trusts and resulting trusts.

Trustees of industry associations that operated retrospective rating program for employers' insurance premiums under statute that permitted the Department of Labor and Industries to rebate a portion of premiums to employers operated as a single entity in regard to administering trust, and therefore all trustees were liable for breach of fiduciary duties by some trustees, where, although some trustees attempted to delegate responsibilities to subsidiaries, trustees could not transfer trust property to subsidiaries and abdicate responsibility. WAC 296-17B-010.

## 3. In re Southeastern Eye Center-Pending Matters

Superior Court of North Carolina, Wake County., Business Court. • May 07, 2019 • Not Reported in S.E. Rptr. • 2019 WL 2051336

### Case details

**Motion type:** Motion for summary judgment

294. To prove a breach of fiduciary duty, a plaintiff must show that: (1) defendant owed plaintiff a fiduciary duty; (2) defendant breached his fiduciary duty; and (3) the breach of fiduciary duty was a proximate cause of injury to plaintiff. *Miller v. Burlington Chem. Co.*, 2017 NCBC LEXIS 6, at \*23, 2017 WL 397883 (N.C. Super. Ct. Jan. 27, 2017) (citing *Farndale Co. v. Gibellini*, 176 N.C. App. 60, 68, 628 S.E.2d 15, 20 (2006)). Where a claimant also shows that the breaching fiduciary exploited the fiduciary relationship to his or her advantage or benefit, the claimant will have a claim for constructive fraud. *Hewitt v. Hewitt*, 798 S.E.2d 796, 800 (N.C. Ct. App. 2017).

#### 4. In re Southeastern Eye Center-Pending Matters

Superior Court of North Carolina, Wake County., Business Court. • January 06, 2022 • Not Reported in S.E. Rptr. • 2022 WL 59169

**Case details****Motion type:** Motion for summary judgment**Movant at trial level:** Defendant

126. The Kansas Court of Appeals has recognized a very similar principle, holding that [e]ven where the grantor intended the trustee to have as much power as possible over the trust, the law restricts that power. *Roenne v. Miller*, 58 Kan.App.2d 836, 475 P.3d 708, 716 (Kan. Ct. App. 2020). In *Roenne*, the court was confronted with a trustee's conduct when the terms of the trust gave him uncontrolled discretion. *Id.* at 718. Interpreting the Kansas Uniform Trust Code (which is substantively the same as the North Carolina Uniform Trust Code), the court held that [w]hile a trust can eliminate strict prohibitions, such as that against self-dealing, it cannot eliminate the duty of loyalty.



#### 5. In re Southeastern Eye Center-Pending Matters

Superior Court of North Carolina, Wake County., Business Court. • April 26, 2021 • Not Reported in S.E. Rptr. • 2021 WL 1617001

**Case details****Motion type:** Motion for summary judgment**Movant at trial level:** Defendant

126. The Kansas Court of Appeals has recognized a very similar principle, holding that [e]ven where the grantor intended the trustee to have as much power as possible over the trust, the law restricts that power. *Roenne v. Miller*, 58 Kan.App.2d 836, 475 P.3d 708, 716 (Kan. Ct. App. 2020). In *Roenne*, the court was confronted with a trustee's conduct when the terms of the trust gave him uncontrolled discretion. *Id.* at 718. Interpreting the Kansas Uniform Trust Code (which is substantively the same as the North Carolina Uniform Trust Code), the court held that [w]hile a trust can eliminate strict prohibitions, such as that against self-dealing, it cannot eliminate the duty of loyalty.

### Briefs & Memoranda (0)

No briefs and memoranda recommendations provided for this heading, but please review cases and secondary sources for additional recommendations.

## Secondary Sources (2)

### 1. § 17. Contract and trust

July 03, 2024 • BOGERT § 17



### 2. § 30:2. Construction loans

November 05, 2024 • FA-ARCHTCT § 30:2

## Additional cases (3)

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### 1. Matter of Marriage of Cooney

Court of Appeals of Washington, Division 1. • November 27, 2023 • Not Reported in Pac. Rptr. • 28 Wash.App.2d 1064

#### Case details

**Appellate level outcome:** Upheld trial court's decision

Brooks asserts that the court made two legal errors when it denied her CR 60(b)(4) motion to vacate that necessitate reversal. First, she contends the court erroneously concluded that Cooney's interest in the trust was not a property interest. And second, she maintains that even if the interest was not a property interest, the court erred in not considering it because it affected Cooney's economic circumstances. We disagree. Contrary to Brooks's contention, the trust created a mere expectancy rather than a property interest, and therefore, Cooney did not breach his fiduciary duty by failing to disclose it.

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### 2. Roil Energy, LLC. v. Edington

Court of Appeals of Washington, Division 3. • August 02, 2016 • Not Reported in Pac. Rptr. • 195 Wash.App. 1030

The trial court entered both findings of fact and conclusions of law to the effect that Allan and Val Holms, either by themselves or in tandem with Jay Edington, never reached a binding compact. Whether the parties have mutually assented to definite terms is normally a question of fact for the fact finder. P.E. Sys., LLC v. CPI Corp., 176 Wn.2d at 207. To prevail on appeal, Allan Holms must show a lack of evidence to support the trial court's conclusion that the parties never reached a binding agreement.

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### 3. Henderson v. Schmoll

Court of Appeals of Washington, Division 1. • August 12, 2024 • Not Reported in Pac. Rptr. • 32 Wash.App.2d 1002

#### Case details

**Motion type:** Motion for summary judgment

**Appellate level outcome:** Upheld trial court's decision

A trust is a property interest held by one person at the request of another for the benefit of a third party. Black's Law Dictionary 1817 (11 th ed. 2019). One party holds legal title for the benefit of another, who holds equitable title. State ex rel. Wirt v. Superior Court for Spokane County, 10 Wn.2d 362, 369, 116 P.2d 752 (1941) . An express trust exists where a person has, or accepts, possession of money, promissory notes, or other personal property with the express or implied understanding that [they are] not to hold it as his own absolute property, but to hold and apply it for certain specified purposes.

## Key Elements of a Legal Trust

### Cases (0) [Jump to additional cases \(0\)](#)

No case recommendations provided for this heading, but please review briefs and secondary sources for additional recommendations.

### Briefs & Memoranda (0)

No briefs and memoranda recommendations provided for this heading, but please review cases and secondary sources for additional recommendations.

### Secondary Sources (2)

#### 1. [§ 322. History and basis of charitable trusts in the United States](#)

July 03, 2024 • BOGERT § 322

#### 2. [§ 365. The required characteristics of the charitable trust class](#)

July 03, 2024 • BOGERT § 365

### Additional cases (0)

No additional case recommendations provided for this heading, but please review briefs and secondary sources for additional recommendations.

## Separation of Legal and Equitable Title

## Cases (0) [Jump to additional cases \(0\)](#)

No case recommendations provided for this heading, but please review briefs and secondary sources for additional recommendations.

## Briefs & Memoranda (0)

No briefs and memoranda recommendations provided for this heading, but please review cases and secondary sources for additional recommendations.

## Secondary Sources (2)

### 1. [§ 4:67. Beneficiary's interest in trust; Nominee trusts](#)

July 09, 2024 • 48 MAPRAC § 4:67

### 2. [§ 193. Creditors' remedies against beneficiary's interest](#)

July 03, 2024 • BOGERT § 193

## Additional cases (0)

No additional case recommendations provided for this heading, but please review briefs and secondary sources for additional recommendations.

## Grantors and the Role of Federal Trusteeship

## Cases (3) [Jump to additional cases \(3\)](#)

### 1. [Cheatham I.R.A. v. Huntington National Bank](#)

Supreme Court of Ohio. • August 22, 2019 • 157 Ohio St.3d 358 • 137 N.E.3d 45

 High court

#### Case details


**Motion type:** Motion to certify class

**Trial level outcome:** Motion denied

**Appellate level outcome:** Reversed trial court's decision

**Highest level outcome:** Reversed appellate court's decision



 **Outcome:** Trust indenture did not automatically transfer breach of contract claim to bondholder upon purchaser of bonds.

Trust indenture, which stated that indenture was for the benefit, security, and protection of all present and future municipal bond holders, and that actual ownership of bond was condition precedent to maintenance of cause of action arising under trust indenture, did not automatically transfer to bondholder, upon its purchase of bonds, a chose in action for breach of contract against trustee that accrued before purchase; indenture language did not expressly provide for automatic transfer of chose in action, but rather merely stated that trustee was bound by terms of trust indenture no matter when bonds were purchased and limited rights of third-party beneficiaries, and indenture further stated that any rights not specifically mentioned were not implied.

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## 2. Newcomer v. Natl. City Bank

Court of Appeals of Ohio, Sixth District, Williams County. • August 22, 2014 • 19 N.E.3d 492 • 2014 WL 4160678

### Case details

**Trial level outcome:** Motion granted

**Appellate level outcome:** Upheld trial court's decision

Evidence was sufficient to support trial court's determination that former trustee did not act with reckless indifference and breach its fiduciary duties as trustee by failing to inform remainder beneficiaries of existence of trust or of their interest in trust; record reflected that although trustee was under no obligation to communicate with remaindermen, each remainder beneficiary communicated with representative of trustee. R.C. SS 5801.01(F), 5810.08, 5808.13(A, E).

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## 3. Western and Southern Life Insurance Company v. Bank of New York Mellon

Court of Appeals of Ohio, First District, Hamilton County. • February 08, 2019 • 129 N.E.3d 1085 • 2019 WL 495581

### Case details

**Motion type:** Judgment

**Appellate level outcome:** Upheld trial court's decision

Language in pooling services agreement between mortgagees who placed mortgage loans into trusts used to create residential mortgage backed securities, holders of certificates issued by such trusts, and trustee that loans were "accurately described" in the agreement's prospectus did not obligate mortgagees to repurchase from purchasers loans with missing documents, and thus even if trustee had been obligated to enforce mortgagees' obligations under agreement, this would not have included obligation to force mortgagees to repurchase; agreement specifically stated that loans were to be repurchased or substituted, and specified preference for substitution.

## Briefs & Memoranda (0)

No briefs and memoranda recommendations provided for this heading, but please review cases and secondary sources for additional recommendations.

## Secondary Sources (0)

No secondary source recommendations provided for this heading, but please review cases and briefs for additional recommendations.

## Additional cases (3)

### 1. **Dueck v. Clifton Club Company**

Court of Appeals of Ohio, Eighth District, Cuyahoga County. • August 10, 2017 • 95 N.E.3d 1032 • 2017 WL 3432638


#### Case details

**Motion type:** Motion for summary judgment

**Trial level outcome:** Motion granted

**Movant at trial level:** Defendant

**Appellate level outcome:** Reversed trial court's decision

 **Outcome:** Members of incorporated club had no legal right to access beach as beneficiaries of trust

A court's interpretation of the terms of a trust is guided by the settlor's intent; courts look to the express language of the trust agreement to provide an indication of that intent, and the words used in the instrument are presumed to be used in their ordinary sense. Ohio Rev. Code Ann. S 5801.01(V).


Members of incorporated club had no legal right to access beach as beneficiaries of trust, despite fact that club, as beneficiary of the trust, itself had right to access beach; trust charged with maintenance of beach had beneficiaries as every lot owner in subdivision and restricted beach access to beneficiaries, and club owned lots within the subdivision, but the members of the club had no legal right to club property, trust had already been created and control over beach relinquished by developer when club received deed to lots, and no terms in trust deed expressly reserved authority to expand rights under the trust post-creation.

### 2. **Matter of Trust Created by Item IX of the Will of Mellott**

Court of Appeals of Ohio, Seventh District, Belmont County. • June 29, 2020 • 155 N.E.3d 995 • 2020 WL 4013075

#### Case details

**Appellate level outcome:** Reversed trial court's decision

 **Outcome:** Co-trustees of estate did not have discretionary authority to reallocate assets, regardless of source, between general trust and library upkeep trust in manner contrary to testator's intent

When the language of a trust instrument is unambiguous, a court can ascertain the settlor's intent from the express terms of the trust itself, and extrinsic evidence is not admissible to interpret the trust provisions.

Co-trustees of estate did not have discretionary authority to reallocate assets, regardless of source, between general trust and library upkeep trust in manner contrary to testator's intent; co-trustees did not have power to allocate or transfer real estate or other assets not related to original funding bank shares into library upkeep trust.

### 3. Bryan v. Chytil

Court of Appeals of Ohio, Fourth District, Ross County. • November 10, 2021 • Not Reported in N.E. Rptr. • 2021 WL 5356205

#### Case details

**Motion type:** Motion for attorney's fees

**Appellate level outcome:** Upheld trial court's decision

**Movant at trial level:** Plaintiff

{ 121} In the case sub judice, providing personal care to a trust beneficiary is not an ordinary service commonly associated with trust administration. Instead, Haggerty's Estate indicates that ordinary services generally encompass ministerial acts associated with administering the trust or other acts that the trust defines as ordinary services. Furthermore, the trust language does not indicate that the trustees 1% compensation for ordinary services included compensation for care that the trustees personally provided to Lela. The trust directs the trustees to use the trust funds for Lela's benefit and for her comfortable maintenance, care and support. Nothing in the trust states that the trustees shall personally provide care and support to Lela.

## Federalism and the Balance of Powers

### Cases (1) [Jump to additional cases \(0\)](#)

#### 1. Wisconsin Legislature v. Palm

Supreme Court of Wisconsin. • May 13, 2020 • 391 Wis.2d 497 • 2020 WI 42

 Frequently cited  High court

#### Case details

**Motion type:** Motion for declaratory judgment

**Movant at trial level:** Plaintiff

## Outcome: Legislature had standing

Legislature had standing for declaratory judgment action asserting that emergency order by Secretary-designee of Department of Health Services (DHS) was a "rule" promulgated without following required emergency rulemaking procedures of Administrative Procedures Act, in case arising out of order issued in response to COVID-19 pandemic which required people to remain within their homes, prohibited non-essential travel, and required closure of non-essential businesses; Legislature argued that issuance of order impinged upon Legislature's constitutional core power under separation of powers doctrine and upon Legislature's functions under statute. Wis. Stat. Ann. SS 227.01(13), 227.24, 227.26.

## Briefs & Memoranda (0)

No briefs and memoranda recommendations provided for this heading, but please review cases and secondary sources for additional recommendations.

## Secondary Sources (0)

No secondary source recommendations provided for this heading, but please review cases and briefs for additional recommendations.

## Additional cases (0)

No additional case recommendations provided for this heading, but please review briefs and secondary sources for additional recommendations.

## Public Trust Doctrine in Federalism

### Cases (1) [Jump to additional cases \(2\)](#)

#### 1. [Horner v. Curry](#)

Supreme Court of Indiana. • June 27, 2019 • 125 N.E.3d 584 • 2019 WL 2635603

 High court

#### Case details


**Motion type:** Motion for summary judgment

**Movant at trial level:** Defendant

**Trial level outcome:** Motion granted

**Appellate level outcome:** Reversed trial court's decision

**Highest level outcome:** Upheld appellate court's decision

 Outcome: Taxpayers demonstrated personal stake in outcome of controversy, supporting finding of standing

Taxpayers had personal stake in outcome of controversy, as would support finding of taxpayer standing for declaratory and injunctive relief action challenging civil forfeiture program on basis that forfeiture law unconstitutionally diverted forfeiture revenue from the common school fund; fund was a public fund of state in which all taxpayers had interest in preventing unlawful waste or misappropriation. (Per Massa, J., with one justice concurring and three justices concurring in result.) Ind. Const. art. 8, S 3.

## Briefs & Memoranda (0)

No briefs and memoranda recommendations provided for this heading, but please review cases and secondary sources for additional recommendations.

## Secondary Sources (0)

No secondary source recommendations provided for this heading, but please review cases and briefs for additional recommendations.

## Additional cases (2)

### 1. **Gunderson v. State, Indiana Department of Natural Resources**

Supreme Court of Indiana. • February 14, 2018 • 90 N.E.3d 1171 • 2018 WL 849890

#### Case details

**Motion type:** Motion for summary judgment

**Trial level outcome:** Motion granted

**Movant at trial level:** Defendant

The character of the shore at a particular site may present difficulties in determining the precise location of the natural ordinary high water mark; in such cases, recourse may be had to other sites along the same stream to determine the line.

### 2. **LBLHA, LLC v. Town of Long Beach**

Court of Appeals of Indiana. • March 26, 2015 • 28 N.E.3d 1077 • 2015 WL 1402777


#### Case details

**Motion type:** Motion for summary judgment

**Trial level outcome:** Motion granted

**Movant at trial level:** Defendant

**Appellate level outcome:** Reversed trial court's decision

 **Outcome:** State, or appropriate State officials, should have been joined as party to proceedings





State, or its appropriate officials, should have been added or joined as party to proceedings by lakefront property owners against town and intervening conservation organizations regarding boundaries and public rights burdening beachfront area; parties' claims might impede State's ability to protect any interest it or the public had in disputed area, as owners claimed that they owned area below the ordinary high water mark, town claimed property dispute was between owners and State, and organizations claimed disputed area

belonged to State or was subject to rights of public under public trust doctrine, town and organizations would not be prejudiced by addition of State as a party, and Attorney General's Office apparently had no objection to being added as a party. West's A.I.C. 34-14-1-2, 34-14-1-11; Trial Procedure Rule 19.

## 2. Warnings for cited authority

Verify that the authority cited within the analyzed document are still good law. Quick Check runs a full KeyCite check on all the citations imported from the document and displays any potential issues.


### Summary

Treatment	 Severely negative	 Overruling risk	 Negative	 Pending appeal	No KeyCite treatment
<b>Cases (14)</b>	0	0	7	0	7
<b>Regulations (0)</b>	0	0	0	0	0
<b>Statutes (1)</b>	0	0	0	0	1
<b>Trial Court Orders (0)</b>	0	0	0	0	0
<b>Secondary Sources (0)</b>	0	0	0	0	0
<b>Administrative Decisions &amp; Guidance (0)</b>	0	0	0	0	0

### Cases (14)

#### 1. Estate of Wilkening

Appellate Court of Illinois, First District, Fifth Division. • October 15, 1982 • 109 Ill.App.3d 934 • 441 N.E.2d 158

 10+ years

Depth of discussion  Discussed

Declined to Follow by [In re Estate of Harms](#) Ill.App. 4 Dist. September 30, 1992  
 ...on the existence of a fiduciary relationship, absent evidence that the fiduciary relationship was abused. (See [In re Estate of Foster](#) (1969), 104 Ill.App.2d 447, 453–54, 244 N.E.2d 620, 623–24; [In re Estate of Copp](#) (1971), 132 Ill.App.2d 974, 980, 271 N.E.2d 1, 5; [In re Estate of Wilkening \(1982\), 109 Ill.App.3d 934, 939–40, 65 Ill.Dec. 366, 370, 441 N.E.2d 158, 162](#) Our view with regard to the application of conflicting presumptions is that they perform a dual role. The presumptions first establish each of the parties' prima facie obligation and second...

## 2. Westview Investments, Ltd. v. U.S. Bank Nat. Ass'n

Court of Appeals of Washington, Division 1. • July 03, 2006 • 133 Wash.App. 835 • 138 P.3d 638

📅 10+ years

Depth of discussion  Cited

Distinguished by [Revolutionar, Inc. v. Gravity Jack, Inc.](#) Wash.App. Div. 3 April 28, 2020  
...defendant does not convert the personal property until the plaintiff demands its return, and the defendant refuses to deliver it. 18 Am. Jur. 2d Conversion § 2 (2020) RevolutionAR cites no law that the user of personal property must inform the lender of the user's intended use.RevolutionAR relies on **Westview Investments, Ltd. v. U.S. Bank National Association, 133 Wn. App. 835, 138 P.3d 638 (2006)**, for the proposition that conversion turns on how the property is acquired. In **Westview Investments**, the property owner paid a contractor funds intended to be distributed to the contractor's subcontractors. The owner wired the...

Negative treatment: [Most recent](#) [Distinguished \(4\)](#) [All \(4\)](#)

## 3. Eychaner v. Gross

Supreme Court of Illinois. • October 03, 2002 • 202 Ill.2d 228 • 779 N.E.2d 1115

📅 10+ years

Depth of discussion  Cited

Distinguished by [Thompson's Gas & Elec. Service, Inc. v. BP America Inc.](#) N.D.Ill. February 25, 2010  
...whole failed is not relevant to the allegations that Plaintiffs paid more than they should have as a result of Defendants' misconduct.Second, Defendants argue that the constructive trust remedy 16 sought by Plaintiffs is "unavailable" here because Plaintiffs cannot identify a res. In support of their contention, Defendants cite **Eychaner v. Gross, 202 Ill.2d 228, 269 Ill.Dec. 80, 779 N.E.2d 1115, 1143 (2002)**, where the Court noted that proceeds of allegedly wrongful conduct "must exist as an identifiable fund traceable to the conduct, such that it can become the res of the proposed trust."In **Eychaner**, the Court...

## 4. Sorrel v. Sorrel

Court of Appeals of Texas, Corpus Christi-Edinburg. • August 31, 1999 • 1 S.W.3d 867 • 1999 WL 675883

📅 10+ years

Depth of discussion  Cited


Distinguished by [Wakefield v. Phillips](#) Tex.App.-Eastland September 6, 2007  
...when the party has the legal authority to act. Id. We review standing questions de novo. Mayhew v. Town of Sunnyvale, 964 S.W.2d 922, 928 (Tex.1998)Wakefield correctly argues that the trust terminated upon the death of Mrs. Ohlenbusch. Tex. Prop.Code Ann. § 112.052 (Vernon 2007)see **Sorrel v. Sorrel, 1 S.W.3d 867, 871 (Tex.App.-Corpus Christi 1999, no pet .)** She is also correct that the legal title held



by the trustees and the equitable title held by the beneficiaries merged in the beneficiaries at that time.2  
**Id.** . Phillips was one of those beneficiaries. Wakefield does...

## 5. Markham v. Fay

United States Court of Appeals, First Circuit. • February 07, 1996 • 74 F.3d 1347 • 1996 WL 38982

 10+ years


Depth of discussion  Cited

Distinguished by [U.S. v. Murray](#) 1st Cir.(Mass.) July 6, 2000  
 ...made against him. But Judith properly says, and the government does not contest, that a lien against Michael's "property and rights to property" under the federal statute refers to interests held by him in his personal capacity and not those that he might hold as a trustee for others. See [Markham v. Fay, 74 F.3d 1347, 1356 \(1st Cir.1996\)](#) (Whether his status as settlor and beneficiary has some importance is a different question, to which we will eventually turn.) What Michael had personally after the trust was first created was a beneficial interest in (1) half the income and...

Negative treatment: [Most recent](#) [Distinguished \(4\)](#) [All \(4\)](#)

## 6. In re Kulzer Roofing, Inc.

United States Bankruptcy Court, E.D. Pennsylvania. • April 10, 1992 • 139 B.R. 132 • 1992 WL 71443


 10+ years

Depth of discussion  Cited

Distinguished by [City of Farrell v. Sharon Steel Corp.](#) 3rd Cir.(Pa.) November 15, 1994  
 ...the employer had segregated the trust fund taxes or transferred them to the taxing authority before the petition. Yet Begier's reliance on Representative Edwards' remarks shows that the taxing authorities should be able to show that the nexus requirement is satisfied in other ways.9 FN9. The bankruptcy court cited [In re Kulzer Roofing, Inc., 139 B.R. 132 \(Bankr.E.D.Pa.1992\)](#) aff'd 150 B.R. 134 (E.D.Pa.1992), and [In re Russman's, Inc., 125 B.R. 520 \(Bankr.E.D.Tenn.1991\)](#), for the proposition that the "City of Farrell cannot establish the required nexus with regard to the commingled funds in [Sharon Steel's] possession." In re...

## 7. Inglis v. Trustees of Sailor's Snug Harbor

Supreme Court of the United States • January 01, 1830 • 28 U.S. 99 • 3 Pet. 99

 10+ years

Depth of discussion  Discussed


Distinguished by [Cady v. Nolan](#) R.I. May 16, 1947

...under a compulsory retirement rule of the bank, he was seventy-seven years old. In considering this case we have in mind that in certain instances, as appears in the following cases, the designation of a trustee by his official character was equivalent to naming him by his proper name. **Inglis v. Trustees of Sailor's Snug Harbour in City of New York, 3 Pet. 99, 28 U.S. 99, 7 L.Ed. 617**; Delaplaine v. Lewis, 19 Wis. 476, 500; Dunbar v. Soule, 129 Mass. 284; Beardsley v. Selectmen of Bridgeport, 53 Conn. 489, 3 A. 557, 55 Am. Rep. 152; Matter of Sturgis...

Negative treatment: [Most recent](#) [Distinguished \(2\)](#) [All \(2\)](#)

## 8. **Bissette v. Harrod**


Court of Appeals of North Carolina. • March 19, 2013 • 226 N.C.App. 1 • 738 S.E.2d 792

 10+ years

Depth of discussion  Cited

## 9. **Zoeller v. East Chicago Second Century, Inc.**


Supreme Court of Indiana. • April 13, 2009 • 904 N.E.2d 213 • 2009 WL 987170

 10+ years

Depth of discussion  Discussed

## 10. **Kurek v. State Oil Co.**


Appellate Court of Illinois, First District, First Division. • July 06, 1981 • 98 Ill.App.3d 6 • 424 N.E.2d 56

 10+ years

Depth of discussion  Cited

## 11. **Society of Cincinnati v. Exeter**


Supreme Court of New Hampshire. • March 02, 1943 • 92 N.H. 348 • 31 A.2d 52

 10+ years

Depth of discussion  Discussed

## 12. **Buchanan v. Kennard**


Supreme Court of Missouri. • March 31, 1911 • 234 Mo. 117 • 136 S.W. 415

 10+ years

Depth of discussion  Cited

### 13. [Harrington v. Pier](#)

Supreme Court of Wisconsin. • February 02, 1900 • 105 Wis. 485 • 82 N.W. 345


 10+ years

Depth of discussion  Cited

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### 14. [Martin v. Brown](#)

Supreme Court of Judicature of New Jersey. • November 01, 1799 • 7 N.J.L. 305 • 1799 WL 449

 10+ years

Depth of discussion  Cited

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## Trial Court Orders (0)

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## Statutes (1)

### 1. [689.071. Florida Land Trust Act](#)

FL ST § 689.071 • Effective: June 28, 2013 • West's Florida Statutes Annotated • Title XL. Real and Personal Property (Chapters 689-724)

 10+ years

Depth of discussion  Cited

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## Regulations (0)

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## Secondary Sources (0)

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## Administrative Decisions & Guidance (0)

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## Unverified citations (0)

## “ 3. Quotation analysis

Use Quotation analysis to compare quotations and surrounding context from the analyzed document to the language in the cited documents on Westlaw.

Key: **differences**

1.

### Quotation from the analyzed document Differences

1 Clear Intent: The Declaration of Independence clearly expresses the intent of the American colonies to sever political ties with Great Britain and establish themselves as free and independent states. This intent is articulated in the language of the Declaration, which states that the colonies

“ “are, and of right ought to be, free and independent states”

and that "all political connexion between them and the state of Great Britain is and ought to be totally dissolved" ( [Inglis v. Trustees of Sailor's Snug Harbor, 28 U.S. 99 \(1830\)](#) )

### 🚩 [Inglis v. Trustees of Sailor's Snug Harbor](#)

Supreme Court of the United States • January 01, 1830 • 28 U.S. 99

...first natural elements, but as organized states, having a present form of government, and entitled to remodel that form according to the necessities or policy of the people. The language of the declaration of independence is, that congress solemnly publish and declare, 'that these united colonies

“ “are, and of right ought to be, free and independent states ;”

that they are absolved from all allegiance to the British crown; and that all political connexion between them and the state of Great Britain is and ought to be totally dissolved; and that as free and independent states, they have full power to levy war, conclude peace, contract alliances, establish...

- 2.
- Quotation from the analyzed document** Differences

...the intent of the American colonies to sever political ties with Great Britain and establish themselves as free and independent states. This intent is articulated in the language of the Declaration, which states that the colonies "are, and of right ought to be, free and independent states" and that

“ **"all political connexion between them and the state of Great Britain is and ought to be totally dissolved"**

( [Inglis v. Trustees of Sailor's Snug Harbor, 28 U.S. 99 \(1830\)](#) )

**Inglis v. Trustees of Sailor's Snug Harbor**  
Supreme Court of the United States • January 01, 1830 • 28 U.S. 99

...the necessities or policy of the people. The language of the declaration of independence is, that congress solemnly publish and declare, 'that these united colonies are, and of right ought to be, free and independent states; that they are absolved from all allegiance to the British crown; and that

“ **all political connexion between them and the state of Great Britain is and ought to be totally dissolved ;**

and that as free and independent states, they have full power to levy war, conclude peace, contract alliances, establish commerce, and do all other acts and things which independent states may of right to.' It is plain that this instrument did not contemplate an entire dissolution of all government...
- 3.
- Quotation from the analyzed document** Differences

2 Definite Terms: The Declaration outlines specific grievances against the British crown and enumerates the colonies' right to self-governance, including the power to

“ **"levy war, conclude peace, contract alliances, establish commerce, and do all other acts and things which independent states may of right do "**

( [Inglis v. Trustees of Sailor's Snug Harbor, 28 U.S. 99 \(1830\)](#) ) . This specificity aligns with the requirement for definite terms in both trusts and contracts.

**Inglis v. Trustees of Sailor's Snug Harbor**  
Supreme Court of the United States • January 01, 1830 • 28 U.S. 99

...and of right ought to be, free and independent states; that they are absolved from all allegiance to the British crown; and that all political connexion between them and the state of Great Britain is and ought to be totally dissolved; and that as free and independent states, they have full power to

“ **levy war, conclude peace, contract alliances, establish commerce, and do all other acts and things which independent states may of right**

to.' It is plain that this instrument did not contemplate an entire dissolution of all government in the states; which would have led to a subversion of all civil and political rights, and a destruction of all laws. It treated the colonies as states, and simply absolved them from allegiance to the...

4.

**Quotation from the analyzed document**

...of a trust. The document's language and structure clearly convey a relationship of fiduciary responsibility among the states, their representatives, and the newly formed governance system. Language of Trust: Representatives and Grantors The Declaration begins with an assertion of authority:

**“We, the Representatives of the United States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world for the rectitude of our intentions, do, in the Name, and by Authority of the good People of these Colonies, solemnly publish and declare...”**

(Declaration of Independence, 1776). This statement establishes that the representatives were acting under delegated authority from their respective states. In trust law, the grantors are those who establish the trust and define its purpose. Here, the grantors are the states themselves, acting...



Quick Check was unable to match this quotation to authority on Westlaw.

5.

**Quotation from the analyzed document**

...of sovereign authority from one political structure to another (The Ohio Case, 1850). Trust Property (Res) The res, or trust property, in this context is the collective sovereignty and authority of the states. The Declaration asserts the states' right to govern themselves independently, stating:

“ **That these United Colonies are, and of Right ought to be Free and Independent States; that they are Absolved from all Allegiance to the British Crown...** ”

(Declaration of Independence, 1776). Sovereign powers—such as the ability to levy war, establish commerce, and contract alliances—were collectively held by the states as part of this new trust framework, as expressed in the Declaration: "...that as Free and Independent States, they have full...



Quick Check was unable to match this quotation to authority on Westlaw.

6.

**Quotation from the analyzed document**

...are Absolved from all Allegiance to the British Crown..." (Declaration of Independence, 1776). Sovereign powers—such as the ability to levy war, establish commerce, and contract alliances—were collectively held by the states as part of this new trust framework, as expressed in the Declaration:

“ **...that as Free and Independent States, they have full Power to levy War, conclude Peace, contract Alliances, establish Commerce, and to do all other Acts and Things which Independent States may of right do.** ”

This concept is consistent with the legal requirement that trust property must be clearly defined ( [Estate of Wilkening, 109 Ill. App. 3d 934 \(1982\)](#) ). By defining their authority over these sovereign powers, the states created a tangible and identifiable trust res for the benefit of their collective...



Quick Check was unable to match this quotation to authority on Westlaw.

7.

**Quotation from the analyzed document**

...By defining their authority over these sovereign powers, the states created a tangible and identifiable trust res for the benefit of their collective governance. Grantors and the Role of Federal Trusteeship The representatives of the states, as grantors, temporarily acted as trustees, pledging

“ **"our Lives, our Fortunes, and our sacred Honor"**

into the trust before transferring fiduciary responsibilities to the federal government under the U.S. Constitution. This pledge signifies their commitment to transferring key sovereign powers into a governing structure that would later be managed by the federal government under the U.S....



Quick Check was unable to match this quotation to authority on Westlaw.

8.

**Quotation from the analyzed document**

...the Declaration derived from these state-level agreements. State Constitutions as Contracts State constitutions, much like express contracts, outline the rights, responsibilities, and duties of both the government and the governed. The preambles of many state constitutions feature language such as

“ **"We the People of the State of [Name]"**

to assert that the authority to govern originates from the consent of the governed. For example, the Preamble to the New York State Constitution states: "We, the People of the State of New York, grateful to Almighty God for our freedom, in order to secure its blessings, do establish this...



Quick Check was unable to match this quotation to authority on Westlaw.



9.

**Quotation from the analyzed document**

...of both the government and the governed. The preambles of many state constitutions feature language such as "We the People of the State of [Name]" to assert that the authority to govern originates from the consent of the governed. For example, the Preamble to the New York State Constitution states:

“ **"We, the People of the State of New York, grateful to Almighty God for our freedom, in order to secure its blessings, do establish this Constitution."**

In this context, the state governments operated under a social contract that empowered their representatives to participate in intergovernmental agreements, including the Declaration of Independence. Legal scholars have long acknowledged that state constitutions operate as express contracts between...



Quick Check was unable to match this quotation to authority on Westlaw.

10.

**Quotation from the analyzed document**

...to the federal government are reserved for the states or the people, as stated in the Tenth Amendment. In The Ohio Case (1850), the court emphasized that the Constitution was not created by a single national entity but by the collective agreement of sovereign states. The case asserted that

“ **"We, the People of the United States"**

refers to the people of the individual states, not a unified national body. This interpretation reinforces the idea that states are distinct legal entities within a trust-based governance structure. Sovereignty of the States The Declaration's assertion that the colonies were now "Free and...



Quick Check was unable to match this quotation to authority on Westlaw.

11.

**Quotation from the analyzed document**

...Exeter (1943): Public trust enforcement. o The Ohio Case (1850): Federal compact and state sovereignty. o Trustees of Philadelphia Baptist Ass'n v. Hart's Ex'rs (1819): Early recognition of trust principles in governance. Quotes: · From the Declaration of Independence: o

“ **"We, the Representatives of the United States of America, in General Congress, Assembled... solemnly publish and declare... that these United Colonies are, and of Right ought to be Free and Independent States..."**

· From case law: o "The constitution... was ordained and established... by the several states, the people of each acting in the name and by the authority of their state..." (The Ohio Case, 1850). Additional Visual Elements: · Timeline illustrating the evolution from the...



Quick Check was unable to match this quotation to authority on Westlaw.

12.

**Quotation from the analyzed document**

...· From the Declaration of Independence: o "We, the Representatives of the United States of America, in General Congress, Assembled... solemnly publish and declare... that these United Colonies are, and of Right ought to be Free and Independent States..." · From case law: o

“ **"The constitution... was ordained and established... by the several states, the people of each acting in the name and by the authority of their state..."**

(The Ohio Case, 1850). Additional Visual Elements: · Timeline illustrating the evolution from the Declaration of Independence to the U.S. Constitution. · Flowchart showing the distribution of powers between grantors (states), trustees (federal government), and beneficiaries (citizens)....



Quick Check was unable to match this quotation to authority on Westlaw.

## Unverified citations (0)

## ☰ 4. Table of authorities

Table of authorities contains the full list of all the authority cited in the document. Use this to quickly review all the cited authority in a document.

### Cases (15)

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#### 1. **Bissette v. Harrod**

Court of Appeals of North Carolina. • March 19, 2013 • 226 N.C.App. 1 • 738 S.E.2d 792

Depth of discussion  Cited

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#### 2. **Buchanan v. Kennard**

Supreme Court of Missouri. • March 31, 1911 • 234 Mo. 117 • 136 S.W. 415

Depth of discussion  Cited

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#### 3. **Estate of Wilkening**

Appellate Court of Illinois, First District, Fifth Division. • October 15, 1982 • 109 Ill.App.3d 934 • 441 N.E.2d 158

Depth of discussion  Discussed

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#### 4. **Eychaner v. Gross**

Supreme Court of Illinois. • October 03, 2002 • 202 Ill.2d 228 • 779 N.E.2d 1115

Depth of discussion  Cited

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#### 5. **Galavich v. Hales**

Court of Appeals of Ohio, Seventh District, Belmont County. • March 31, 2022 • 187 N.E.3d 664 • 2022 WL 985850

Depth of discussion  Cited

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#### 6. **Harrington v. Pier**

Supreme Court of Wisconsin. • February 02, 1900 • 105 Wis. 485 • 82 N.W. 345

Depth of discussion  Cited

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## 7. In re Kulzer Roofing, Inc.

United States Bankruptcy Court, E.D. Pennsylvania. • April 10, 1992 • 139 B.R. 132 • 1992 WL 71443

Depth of discussion Cited

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## 8. Inglis v. Trustees of Sailor's Snug Harbor

Supreme Court of the United States • January 01, 1830 • 28 U.S. 99 • 3 Pet. 99

Depth of discussion Discussed

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## 9. Kurek v. State Oil Co.

Appellate Court of Illinois, First District, First Division. • July 06, 1981 • 98 Ill.App.3d 6 • 424 N.E.2d 56

Depth of discussion Cited

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## 10. Markham v. Fay

United States Court of Appeals, First Circuit. • February 07, 1996 • 74 F.3d 1347 • 1996 WL 38982

Depth of discussion Cited

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## 11. Martin v. Brown

Supreme Court of Judicature of New Jersey. • November 01, 1799 • 7 N.J.L. 305 • 1799 WL 449

Depth of discussion Cited

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## 12. Society of Cincinnati v. Exeter

Supreme Court of New Hampshire. • March 02, 1943 • 92 N.H. 348 • 31 A.2d 52

Depth of discussion Discussed

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## 13. Sorrel v. Sorrel

Court of Appeals of Texas, Corpus Christi-Edinburg. • August 31, 1999 • 1 S.W.3d 867 • 1999 WL 675883

Depth of discussion Cited

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## 14. Westview Investments, Ltd. v. U.S. Bank Nat. Ass'n

Court of Appeals of Washington, Division 1. • July 03, 2006 • 133 Wash.App. 835 • 138 P.3d 638

Depth of discussion Cited

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## 15. Zoeller v. East Chicago Second Century, Inc.

Supreme Court of Indiana. • April 13, 2009 • 904 N.E.2d 213 • 2009 WL 987170

Depth of discussion  Discussed

### Trial Court Orders (0)

### Statutes (2)

#### 1. 689.071. Florida Land Trust Act

FL ST § 689.071 • Effective: June 28, 2013 • West's Florida Statutes Annotated • Title XL. Real and Personal Property (Chapters 689-724)

Depth of discussion  Cited

#### 2. 30-4-2-7 Nature of beneficiary's estate

IN ST 30-4-2-7 • West's Annotated Indiana Code • Title 30. Trusts and Fiduciaries

Depth of discussion  Cited

### Regulations (0)

### Secondary Sources (0)

### Administrative Decisions & Guidance (0)

### Unverified citations (0)