

**From:** Law Office of Steven K. Hayes <shayes@stevehayeslaw.com>  
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**To:** shayes@stevehayeslaw.com  
**Subject:** Second Court Newsletter: New Case Summaries

December 13, 2024

Dear Friends:

As we finish up the year and enjoy the holiday season, I hope everyone is doing well.

**Recent opinions issued by the Court in civil cases cover the following issues**

- *Lease (Option to Purchase, Written, Termination)*
- *Parental Rights Termination (Legal and Factual Sufficiency, Endangerment)*

**Recent opinions issued by the Court in civil cases cover the following issues (footnotes omitted in all summaries unless otherwise stated. All names in suits involving minors are aliases unless otherwise noted):**

***Lease (Option to Purchase, Written, Termination):*** *Gray v. Cosby*, No. 02-24-00336-CV—“This lawsuit [between parties who “are both licensed realtors”] arose from a dispute concerning a residential lease agreement that contained an option to purchase. After Appellant Denise Pauline Gray, the tenant under the aforementioned lease, failed to vacate the premises following the lease’s termination, Appellee Larry Crosby sued her for breach of contract and for declaratory relief. Gray, who maintained that she had exercised the purchase option before the lease terminated, filed a breach-of-contract counterclaim seeking specific performance of the purchase option. The trial court granted Crosby summary judgment on his affirmative claims and on Gray’s counterclaim. Gray timely appealed. We will affirm....Gray advances two arguments to support her contention that a genuine issue of material fact exists regarding the third element—whether she breached the lease. But both of these arguments run counter to the established rules of contractual interpretation and are therefore unpersuasive.”

**Purchase Option Election in Writing:** “[T]he lease’s generally applicable notices paragraph provided that “[a]ll notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission.” Under the established rules of contract construction, the lease must be construed as a whole; thus, the purchase-option and notices paragraphs must be read together....Taken together, these provisions make clear that Gray was required to inform Crosby of her election to purchase the Property in writing—the only manner in which the parties could send notices under the lease....Here, the purchase-option paragraph provides that for Gray to exercise her option, she must inform (i.e., notify) Crosby of her election (i.e., her legally relevant intent) to purchase the Property. Thus, even though the word ‘notice’ does not appear in the purchase-option paragraph, any fair reading of this paragraph makes clear that to exercise her purchase option, Gray had to provide notice of her election to Crosby. And under the lease’s terms, this notice—like all other notices—had to be in writing.”

**Termination:** “[T]he lease’s termination-notice paragraph...provides that a party may terminate the lease on 30 days’ written notice after the expiration of the primary term....Contrary to Gray’s assertion, the lease’s termination-notice paragraph does not render the purchase-option paragraph meaningless. Indeed, because the purchase-option paragraph is silent regarding the amount of notice that a party must provide before

terminating the lease, it does not even conflict with the termination-notice paragraph, and the two provisions are easily harmonized....[Gray] had the guaranteed and unilateral power to exercise her purchase option from April 1, 2021, through May 1, 2022—the date that is 90 days before the primary term’s expiration date. If Gray decided not to exercise her option during that 13-month period, she still had the option to purchase the Property thereafter, but at that point, she assumed the risk that Crosby would effectively nullify her purchase option by exercising his right to terminate the lease—an action he would be inclined to take if the market value of the Property had significantly increased.”

***Parental Rights Termination (Legal and Factual Sufficiency, Endangerment):*** *M.H. and M.H.*, No. 02-24-00426-CV—“Appellant D.H. (Father) appeals the trial court’s judgment terminating his parental rights to his daughters, M.H. and M.H....In two issues, Father contends that the evidence is legally and factually insufficient to support the statutory grounds for termination, one of which authorized termination based on Father’s endangering conduct. See Tex. Fam. Code Ann. § 161.001(b)(1)(E). Because we overrule Father’s dispositive issue—his challenge to the endangerment ground—we affirm the trial court’s termination order.”

All for now. Y'all stay safe and well. Have a great weekend!

Yours,

Steve Hayes  
Law Office of Steven K. Hayes  
777 Main Street, Suite 340  
Fort Worth, Texas 76102  
[shayes@stevehayeslaw.com](mailto:shayes@stevehayeslaw.com); 817/371-8759; [www.stevhayeslaw.com](http://www.stevhayeslaw.com)

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Law Office of Steven K. Hayes | 777 Main Street Suite 600 | Fort Worth, TX 76102 US

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