



Case Summaries January 31, 2025

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DECIDED CASES

Inwood Nat'l Bank v. Fagin, ___ S.W.3d ___, 2025 WL ___ (Tex. Jan. 31, 2025) (per curiam) [24-0055]

The issue in this case is whether a party can be liable for tortious interference with a trust agreement where the grantor's obligation to transfer property into the trust was conditioned on a third party's approval and the condition was not satisfied.

Kyle Fagin and his then-wife, Christy, signed a trust agreement for an inter vivos trust naming Kyle as the sole beneficiary. It provided that Christy intended to transfer her shares of Inwood Bank stock—her separate property—to the trust “[u]pon approval” by Inwood. But Christy changed her mind and informed Inwood she no longer wished to complete the transfer, so Inwood never approved it. Kyle, individually and as trustee and beneficiary of the trust, sued Inwood. Among other claims, he alleged that Inwood tortiously interfered with the trust agreement by convincing Christy to revoke her intended transfer of the shares.

The trial court granted Inwood's motion for summary judgment on all claims, and the court of appeals reversed as to the tortious interference claim.

The Supreme Court held that summary judgment in Inwood's favor on the tortious interference claim was proper. The trust agreement did not vest Kyle with any contractual right to the shares absent Inwood's approval. The transfer of the shares was expressly conditioned on Inwood's approval, and that condition was never satisfied. Because the trust agreement's plain language contemplated only a future intent to transfer the shares, not a present transfer or gift, the trust agreement did not vest Kyle with any legal right to the shares with which Inwood could have interfered. Accordingly, the Court reversed the court of appeals' judgment in part and reinstated the trial court's take-nothing judgment.