

# Bailey Glasser Obtains Favorable Ruling from Appellate Court on Behalf of Williamson Energy, LLC and Colt, LLC

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August 17, 2020, Bailey Glasser obtained a favorable appellate ruling from the Appellate Court of Illinois, Fifth District, affirming a grant of summary judgment to its clients in the case of Mitchell/Roberts Partnership v. Williamson Energy, LLC. The lawsuit stems from a dispute regarding the construction of four mineral deeds from the early 1900s.

The deeds conveyed coal in 127 parcels but contained the right to survey, mine, and transport that coal in “together with” clauses following only twelve parcel descriptions. Those same “together with” clauses also contained the right to mine the coal without liability for damage to the surface (i. e., the right to subside).

At issue in the case was whether those “together with” clauses applied only to the immediately preceding parcels or, as Bailey Glasser argued, to all of the coal in the preceding series of parcel descriptions. Ultimately, resolution of that question affects whether defendants can utilize longwall mining methods, which result in planned subsidence, or are instead limited to room-and-pillar mining, which would support the overlying strata.

The Circuit Court of Williamson County (Illinois) had previously granted summary judgment to defendants. The Appellate Court affirmed, holding that the deeds unambiguously conveyed the right to subside as to all 127 parcels and that any other holding would both generate absurd results and result in superfluous contract language.

The Court further held that certain amendments to these deeds, which assumed that the “together with” clauses applied to parcels in the series preceding them, not just to the one parcel that immediately preceded them, confirmed its conclusion.

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Next, the Court held that the Last Antecedent Rule confirmed its holding because the only antecedent for various terms used in the “together with” clauses—namely, “the coal” and “said coal”—appeared in the granting clause, which expressly involved “all the coal lying below the depth of [125] feet from the surface of the following described real estate.” For this reason as well, the Court held that the “together with” clauses must apply to the entire series of parcels preceding them.

Finally, the Court held that, because source deeds conveyed the right to subside every parcel and the four deeds at issue expressly incorporated those source deeds, the right to subside “ran with the land” and was automatically conveyed as a matter of law.

Bailey Glasser attorneys Brian Glasser, Nick Johnson, Jeffrey Baron, and Joshua Hammack represented the defendants. Joshua Hammack argued the appeal before the Appellate Court. Chuck Little participated in this case from an investigation standpoint. Pat Wilson assisted as a paralegal as well.

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### **Practice Areas**

Appellate and Supreme Court Practice

Energy - Mining