

Rel: October 23, 2026

Notice: This opinion is subject to formal revision before publication in the advance sheets of **Southern Reporter**. Readers are requested to notify the **Reporter of Decisions**, Alabama Appellate Courts, 300 Dexter Avenue, Montgomery, Alabama 36104-3741 ((334) 229-0650), of any typographical or other errors, in order that corrections may be made before the opinion is printed in **Southern Reporter**.

SUPREME COURT OF ALABAMA

OCTOBER TERM, 2026-2027

SC-2026-0069

LaTonya McCain

v.

James Sneed and Vernetta Smoot

Appeal from Calhoun Circuit Court
(CV-23-900575)

SHAW, Justice.

LaTonya McCain ("the lessor"), the plaintiff below, appeals from a judgment entered by the Calhoun Circuit Court in favor of James Sneed

and Vernetta Smoot ("the lessees"), the defendants below, ordering the lessor to convey title to disputed property in Calhoun County ("the property") to the lessees. We reverse and remand.

On October 1, 2016, the lessor and the lessees executed a "Lease with Option to Purchase" ("the lease") regarding the property, which provided as follows:

"THIS LEASE, made and entered into on this the 1st day of October, 2016, by and between LaTonya McCain, a single woman, hereinafter called 'Lessor', and James Sneed and Vernetta Smoot, hereinafter called 'Lessees.'

"WITNESSETH:

"That Lessor does hereby lease and rent unto the Lessees [the] property

"....

"for use as a residence during the term of ninety-six (96) months, beginning on the 1st day of October, 2016, and ending on the 30th day of September, 2024.

"IN CONSIDERATION WHEREOF, the Lessees agree to pay the Lessor, on the first day of each month of said term, in advance, as rent for said premises herein leased the sum of Eight Hundred Twenty-Five Dollars (\$825.00) per month, plus additional payments on March of each year as set out herein. Lessees further agree to make an initial payment to Lessor of \$10,800.00 which shall apply toward purchase.

"THIS LEASE is made on the following Terms, Conditions and Covenants:

"....

"8. Lessees have agreed to make a deposit of Ten Thousand Eight Hundred and No/100 (\$10,800.00) Dollars with Lessor upon the execution of this agreement and further Lessees agree to pay to Lessor the sum of Three Thousand and No/100 Dollars (\$3,000.00) each March 15th beginning March 15, 2017, which said \$3,000.00 payments will be counted as prepayments in the event Lessees exercise the option to purchase, along with the \$10,800.00 down payment toward a total purchase price of \$114,000.00.

"It is agreed that Lessees may make the \$10,800.00 down payment and the \$3,000.00 annual payment by form of a money order made payable to Lessor[]. Lessees may require Lessor to get a payoff statement from time to time showing Lessor's mortgage balance. In the event Lessees exercise their option to purchase and have made all payments to Lessor as set out herein, Lessor will be responsible to pay the then mortgage balance in full assuming full payment by Lessees to Lessor.

"....

"13. As part of this lease, and subject to all the terms and conditions thereof, the Lessor does hereby give and grant unto the Lessees the option and privilege of purchasing the leased premises for the full purchase price of One Hundred Fourteen Thousand and No/100 Dollars (\$114,000.00).

"14. The Lessees shall have the right to exercise this option of purchase at any time before the expiration of the term of the lease agreement referred to herein, subject[,] however, to the following terms and conditions:

"A. That said lease referred to herein shall be in full force and effect and that the same has not

been canceled or terminated and that the Lessees are still in possession of said premises under this Lease.

"....

"C. That the Lessees shall give written notice to the Lessor at least thirty (30) days prior to the expiration date of this lease of [their] desire to exercise this option to purchase.

"D. Lessees agree, in the event of [their] exercising this option of purchase, that they will pay all closing costs.

"E. The annual March 15 payments of \$3,000.00 each shall be treated as principal reductions and will shorten the amortization.

"F. Lessees agree to pay actual property taxes of mentioned property each year directly to Lessor for the duration of this agreement.

"In the event the Lessees do not exercise their option to purchase, or fail to comply with any term set forth herein, the property shall be returned to the Lessor and all monies paid hereunder shall be treated as rent for past occupancy which amounts are hereby agreed to be reasonable, to include the \$10,800.00 down payment and the annual \$3,000.00 principal reductions. Lessees may make additional prepayments in addition to scheduled monthly rent and the \$3,000.00 payments which will further shorten the amortization period. The total payback including down payment will be \$114,000.00."

(Emphasis added; capitalization in original.)

It appears undisputed that the lessees complied with the terms of the lease from October 2016 until the fall of 2023 when a dispute arose between the parties. The lessor alleged that the lessees had breached the lease agreement by failing to pay property taxes in October 2023 and by failing to pay the November 2023 rent. The lessees argued that the lease did not require that property taxes be paid in October specifically, only that they pay the taxes "each year." They further argued that, with respect to the "late" payment of the November 2023 rent, the lessor had avoided payment.

On December 20, 2023, the lessor filed a complaint against the lessees, requesting that the trial court declare the parties' rights as to the property and award her the possession of the property and damages for lost profits. The lessees filed an answer and a counterclaim, alleging breach of contract, unjust enrichment, and promissory fraud.

After a trial, on December 20, 2024, the trial court entered a judgment stating:

"This matter came before the Court on the 18th day of December, 2024 This matter was before the Court pursuant to the Ejectment action filed by the [lessor] and the Counterclaim filed by the [lessees] alleging Breach of Contract, Unjust Enrichment and Promissory Fraud.

Following presentation of testimony and evidence, the Court finds as follows:

"1. A valid lease to purchase contract between the parties exists.

"2. The [lessees] have complied with the terms of the lease to purchase contract.

"3. The [lessor] has a mortgage debt remaining on the subject property, in the amount of approximately \$21,024.57.

"4. Monies are being held by the [lessor] and/or attorney for [the lessor], as well as the attorney for the [lessees], that were paid by the [lessees] either directly to the [lessor] or being held by the [lessees'] attorney, which represent payments made in accordance with the parties' contract for the months of November 2023, December 2023, January 2024, February 2024, and March 2024, as well as a \$3,000.00 annual payment made in March 2024, which is held in the trust account of the [lessees'] attorney.

"Based on the testimony and evidence presented, as well as the above findings of fact[,] it is hereby ORDERED, ADJUDGED and DECREED as follows:

"1. All monies being held mentioned in paragraph 4 above should be immediately paid to the [lessor] and the [lessor] shall immediately pay all of these monies to reduce the principle of the mortgage on the subject property.

"2. On or before March 1, 2025, the [lessor] shall satisfy in full the mortgage against the subject property, and any other liens or encumbrances against the subject property.

"3. On or before March 1, 2025, the [lessor] shall execute a deed to the [lessees] conveying clear, fee simple title of the subject property to the [lessees].

"4. The [lessees] shall be responsible for the payment of the 2024 property taxes associated with the subject property.

"5. All other requests made by the parties, not specifically addressed herein, are denied."

(Capitalization in original.)

The lessor appealed. On October 10, 2025, this Court affirmed in part and reversed in part the trial court's judgment. McCain v. Sneed, [Ms. SC-2025-0130, Oct. 10, 2025] ___ So. 3d ___ (Ala. 2025) ("McCain"). In Part I of the "Discussion" portion of that decision, this Court held that "the trial court could have properly determined that the lessor had prevented the lessees' performance of their November 2023 payment obligation in order to take advantage of the breach by canceling the lease." ___ So. 3d at ___. Thus, this Court held, the trial court did not err in holding that the lessees did not breach the lease. Id.

In Part II, this Court further held that the lessor's argument that the trial court had erred by requiring the lessor to convey the property to the lessees did not comply with Rule 28(a)(10), Ala. R. App. P., and this Court thus declined to consider that issue:

"The lessor next argues that '[t]he trial court erred by requiring the [l]essor to convey the property to the [l]essees for less than the full amount of the payments specified in the

lease/purchase agreement.' Lessor's brief, p. 34. The lone authority the lessor cites in support of her argument is § 12-13-11(a), Ala. Code 1975, which provides the statutory grounds for granting new trials; however, the lessor did not make this argument in her postjudgment motion. Therefore, the only citation to authority she provides is inapplicable. Because the lessor has failed to comply with Rule 28(a)(10), Ala. R. App. P., on this issue, we decline to consider it."

___ So. 3d at ___.

Finally, in Part III, this Court held:

"The lessor's final argument is that '[t]he trial court erred by crediting the monthly rent as a prepayment toward the purchase price.' Lessor's brief, p. 36. The lessor notes that 'option contract[s] must be strictly construed.' *Id.*, p. 38 (citing, among other cases, Colonial Baking Co. of Alabama v. Pine Dale, Inc., 436 So. 2d 856 (Ala. 1983)). She also points out that the lease does not state that the monthly rent payments would be applied to the purchase price. Indeed, the lease specifically provides that an initial deposit of \$10,800 as well as annual payments in the amount of \$3,000 are to be applied to the \$114,000 purchase price. Because there is no ambiguity in the lease with respect to what payments are to be applied to the purchase price and because option contracts must be strictly construed, see id., we conclude that the trial court erred by holding that the monthly rent payments applied to the purchase price. Therefore, we must reverse the trial court's judgment to the extent that it so held."

___ So. 3d at ___ (emphasis added). This Court thus concluded:

"Based on the foregoing, we affirm the trial court's judgment in part, but we reverse the trial court's judgment to the extent that it held that the monthly rent payments

applied to the purchase price. We remand this cause to the trial court for the entry of a judgment in accordance with this opinion."

___ So. 3d at ___ (emphasis added).

On November 4, 2025, the trial court entered an order directing the parties to immediately comply with the provisions of its December 20, 2024, judgment and directing the lessor to "execute a deed to the [lessees] conveying clear, fee simple title of the subject property ... within 48 hours of this order." The trial court also set aside "any portion of [its] findings of fact in the December 20, 2024 judgment [that] could be interpreted as finding that the monthly rent payments applied to the purchase price."

The lessor filed a motion to alter, amend, or vacate, and to stay execution of, the November 4, 2025, order, arguing that it failed to comply with the terms of the lease and this Court's decision in McCain. The lessor stated: "Paragraph 8 [of the lease] provides that only the initial deposit (\$10,800.00) and eight annual payments of \$3,000.00 will be counted toward the total purchase price of \$114,000.00." Therefore, she stated, the lessees "have paid just \$34,800.00 toward the \$114,000.00 option purchase price so far." This Court's decision in McCain, she argued, "ruled that the 96 monthly payments of rent (\$825.00 per month)

made by the Lessees (totaling \$79,200.00) could not be added to the initial payment and annual payments (totaling \$34,[8]00) due to reach the total option purchase price of \$114,000.00." Thus, she argued, the failure of the trial court to require the lessees to "pay the remaining \$79,200.00 due, plus interest, closing costs, property taxes, and homeowners insurance payments since Sept 30, 2024, is contrary to paragraphs 8 and 13 of the Lease, and in violation of the Alabama Supreme Court's decision and mandate."

The trial court stayed its order pending a hearing on the lessor's motion to alter, amend, or vacate. The lessor also petitioned this Court for a writ of mandamus. In response, the trial court entered an order continuing the hearing. That petition was later denied by order, Ex parte McCain, (No. SC-2025-0904, Jan. 14, 2026) (Ala. 2026), and the lessor's postjudgment motion was denied by operation of law. The lessor appeals.

Standard of Review

"An appellate court's decision is final as to the matters before it, becomes the law of the case, and must be executed according to the mandate. Ex parte Edwards, 727 So. 2d 792, 794 (Ala. 1998). ... In Anderson v. State, 796 So. 2d 1151, 1156 (Ala. Crim. App. 2000) (opinion on return to remand), the Alabama Court of Criminal Appeals held that a trial court's order on remand that exceeded the scope of the appellate court's remand order 'exceeded [the trial court's] jurisdiction'

and was 'a nullity.' ... Similarly, in Ex parte DuBose Construction Co., 92 So. 3d 49, 58 (Ala. 2012), this Court held that an order by a trial court that was outside the scope of an appellate mandate was void."

Honea v. Raymond James Fin. Servs., Inc., 279 So. 3d 568, 570-71 (Ala. 2018).

Discussion

On appeal, the lessor contends that the trial court's November 4, 2025, order, despite the holding of McCain, necessarily applied the monthly rent payments to the purchase price of the property or otherwise fails to account for the fact that the full price of the property remains unpaid. She argues:

"The trial court's Order ... fails to take into account the provisions of paragraphs 8 and 13 of the Lease. The initial down-payment of \$10,800.00 plus the eight annual payments of \$24,000.00 (\$3,000 each) add up to just \$34,800.00 as a credit toward the \$114,000.00 option purchase price (the monthly rent does not apply). McCain

"The Lease requires lessees to fully pay the \$114,000.00 option price. The trial court's Order ..., which requires lessor to convey a deed to lessees for no more than the \$34,800.00 they have paid, leaves lessees \$79,200.00 short of that \$114,000.00 purchase price (plus interest, closing costs, and property taxes ...)."

McCain's brief at 25 (citations to record omitted). The lessor further argues that the November 4, 2025, order effectively credits the \$79,200

paid in monthly rent by the lessees against the \$114,000 option purchase price but that this Court's decision in McCain and the lease itself "require [the trial court] to make the lessees pay the remaining \$79,200.00 still required to buy the property." Id. at 28.

Under McCain, the issue whether the trial court erred in requiring the lessor to convey the property was waived by the lessor. Thus, the trial court's judgment as to that issue was affirmed. However, in Part III of that decision, this Court held that the trial court's crediting of the monthly rent payment toward the purchase price was erroneous, and we reversed the trial court's judgment to that extent. Specifically, this Court emphasized that the trial court must comply with the terms of the lease and that the rent payments could not be deducted from the purchase price. Under no reading of the lease could the property be purchased for only the \$34,800 that had been paid by the lessees. The monthly rent payments, which totaled \$79,200, could not be considered as payment toward the \$114,000 purchase price.

Although this Court held in Part II of McCain that the lessor had waived the issue whether the trial court could require the transfer of the property, Part III nevertheless held that the full purchase price had not

been paid. That holding, which supported reversing the trial court's judgment in part, indicates that the lessor is still entitled to the remainder of the purchase price. The lessees argue on appeal that the judgment in their favor on their counterclaims alleging breach of contract, unjust enrichment, and promissory fraud supported the trial court's decision that they were not required to pay the \$79,200. However, if that was the case, and if the trial court's December 20, 2024, judgment was correct despite the erroneous conclusion that the rent payments counted as payments toward the purchase of the property, this Court would have affirmed the trial court's judgment as a whole, not reversed it in part, because "this Court will affirm the trial court on any valid legal ground presented by the record, regardless of whether that ground was considered, or even if it was rejected, by the trial court." Liberty Nat'l Life Ins. Co. v. University of Alabama Health Servs. Found., P.C., 881 So. 2d 1013, 1020 (Ala. 2003). That was not the case. Although this Court, because the lessor waived the issue whether the property should be transferred, did not reverse the trial court's December 20, 2024, judgment insofar as it determined that the lessees were entitled to the property, that decision did not foreclose the conclusion that the lessor was

still entitled to the full purchase price of the property. The lessor is thus entitled to a judgment in the amount of \$79,200 -- the difference in the agreed-upon purchase amount and the amount that the lessees paid toward the purchase price -- which is the amount that, pursuant to the lease, the parties have always contemplated that the lessees would pay at the close of the lease's term.¹

Conclusion

Based on the foregoing, we reverse the trial court's November 4, 2025, order and remand the cause for the trial court to, in addition to the portion of the December 20, 2024, judgment previously affirmed by this Court, enter a \$79,200 judgment in favor of the lessor.

REVERSED AND REMANDED.

Stewart, C.J., and Wise, Bryan, Sellers, Mendheim, Cook, McCool, and Parker, JJ., concur.

¹The lessor also claims that she is entitled to interest, rent, and closing costs, but our prior decision does not address an award for those additional amounts.