Mother Hubbard Clauses: Is the Cupboard Bare or Does That Dog Hunt?

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The “Mother Hubbard” or “Catchall” Clause of the Oil and Gas Lease or Mineral Conveyance

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Introduction

The “Mother Hubbard” or “catchall” clause of the Oil and Gas Lease has been a part of the Oil and Gas Lease for many years. The clause first appears in oil and gas leases from the 1930's in the case law in Texas. The intent of the clause is to extend the oil and gas lease to lands that the lessor owns that are not included within the specifically described tract in the lease. It has been suggested that the clause originated in the Oil and Gas Lease to serve as a lease remedy for dealing with the historic problem of inaccurate legal descriptions. It may also have originated in the lease to offer some protection to the Oil and Gas Lessees who did not want to incur the expense of procuring a survey at the leasing stage of development. The modern justification for the clause may be to afford some protection from the inevitable mistakes made in leasing when the lessee is frantically engaged in the quick acquisition of leased acreage in highly competitive plays. For likely the same reasons that clause is found in the Oil and Gas Lease, it is also found in the modern Mineral Deed and Non-Participating Royalty Deed.

The purpose of this paper is to examine the modern case law relating to the clause, with an emphasis on the judicial interpretation that determines its scope.

The Judicial Interpretations of the Clause

The Literal Construction: Bergeron v. Amoco Production Co.

Members of the Bergeron family individually owned six (6) contiguous tracts in the Point Coupee Parish that were separately leased to James Mixon and assigned to Amoco Production Co and Gulf Oil Corporation. The two brothers, Lester J. and Bennett A. Bergeron, executed a joint oil and gas lease to Amoco
covering 250 acres in which they owned the minerals as co-tenants. Each brother individually owned 80 acre tracts that they each leased to Amoco. Their mother, Caroline Mix Bergeron, owned a 40 acre tract that she also leased separately to Amoco. All of the leased lands were situated in Sections 51 and 123 in Township 4 South and Range 10 East. Each lease contained the following coverall clause:

All land owned by the Lessor in the above mentioned section or sections or surveys, ... are included herein, whether properly or specifically described or not ... This lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to the Lessor and Lessor’s successors and assigns.

Subsequently, on the death of their mother (Caroline Mix Bergeron), the brothers learned that she did not own all of the minerals to the 40 acre tract that she had leased to Amoco. In fact, the brothers had inherited from their father a 2367/2880ths mineral interest in the tract. Their mother owned only the remaining 513/2880ths mineral interest.

The brothers filed a declaratory judgment action seeking a judicial determination that their 2367/2880ths interest in the 40 acre tract was unleased. Amoco and Gulf counterclaimed for a judgment declaring that the brothers leased their interest in the adjacent 40 acre tract by executing the joint lease to the 250 acre tract. The trial court held, *inter alia*, that the catchall provision in the joint lease executed by the brothers extended that lease to their mineral interest in the 40 acre tract. The 5th Circuit Court of Appeals affirmed the holding of the trial court on appeal. Although the Supreme Court of Louisiana had never addressed a coverall clause in an oil and gas lease, the Court opined that Louisiana case law had long recognized that a deed with an omnibus legal description was as effective and binding as between the parties as a deed that specifically and precisely described the land conveyed.

*The Texas Construction: A Trilogy of Texas Cases and the Narrow versus the Ambiguous Construction*

*The Foundation Case: Smith v. Allison,*

On March 27, 1941, Bertha B. Clark, as grantor, executed a deed to Nedra Neely, as grantee, conveying an undiv. 1/2 interest in the oil, gas and other
minerals in the SE/4 and the NW/4 of Section 124. Following the specific description of the lands to which the mineral interest was conveyed, the following general catchall clause appeared:

The parties however intend this deed to include and the same is hereby made to cover and include not only the above described land, but also any and all other land and interest in land owned or claimed by the grantor in said survey or surveys in which the above described lands is situated or in adjoining the above described land. Should the foregoing particular description for any reason prove incorrect or inadequate to cover the land intended to be conveyed as above specified grantor agrees to execute such instrument or instruments that may be necessary to correct each particular description.

In addition to owning the two quarter sections specifically described in the deed, Clark also then owned the NE/4 of Section 124 and all of Sections 123 and 125.

Subsequently, as plaintiffs, Allison and others, successors-in-interest to Neely, sued Smith and others, successors-in-interest to Clark, in trespass to try title to recover an undiv. 1/4th mineral interest in the NE/4 of Section 124. Allison argued for a literal construction of the catchall clause, claiming that the deed unambiguously conveyed Clark’s mineral interest in the NE/4 to Neely. Although Allison’s construction of the catchall clause would have also conveyed Clark’s interest in Sections 123 and 125, being all of the surface and minerals in these tracts, Allison disavowed any claim of ownership as to these lands. Smith argued that if the legal description in the deed did not as a matter of law limit the conveyance to the SE/4 and the NW/4 of Section 124, the deed was ambiguous and the extrinsic evidence indicated that Clark intended to convey to Neely only an undiv. 1/2 mineral interest in the SE/4 and NW/4. Clark had no intention to convey to Neely any interest in the NE/4. Apparently accepting Smith’s argument that the specific description contained in the deed, along with the catchall clause, rendered the deed ambiguous, the trial court submitted the issue to the jury who found that Clark did not intend to convey to Neely an undiv. 1/2 interest in the minerals in the NE/4. The Court of Appeals affirmed the judgment of the trial court as to the ambiguity of the deed and the effect of the extrinsic evidence. However, because the trial court had determined the intention of the parties based on evidence relating solely to the intention of Clark, without inquiring as to the intent of the grantee, Neely, the Court of Appeals found that the evidence as to the intention of the parties was insufficient to form a basis for the trial court’s
judgment and remanded the case to the trial court for a new trial.

The Supreme Court affirmed the Court of Appeals holding that ambiguity existed in a material portion of the deed, parol evidence was admissible to explain the intention of the grantor, and that such evidence indicated that Clark did not intend to convey any interest in the NE/4 of Section 124. In so doing, the Court found the catchall clause in the deed ambiguous for two reasons. First, even though Allison claims only a 1/2 mineral interest in the NE/4, the catchall clause conveys the full fee simple absolute title to Neely. Additionally, the catchall clause did not limit the conveyance to the minerals in Section 124 but purported to convey the land, surface and minerals, in Tracts 123 and 145. The granting, habendum and warranty clause in the deed, however, refer only to minerals, while the catchall provision purports to convey all the land. Although plaintiffs disavow any interest in sections 123 and 145, a deed ambiguous by its terms cannot be made unambiguous by the mere assertion in the lawsuit that no claim is made to the land that the evidence indicates that Clark did not intend to convey.

The Supreme Court of Texas also responded to Allison’s argument that the catchall clause is meaningless if it is held to be ambiguous and Clark is permitted to testify that she did not intend to convey any interest in the NE/4. The Court noted that there is “obviously” a reason to insert a general catchall clause in a deed that specifically describes tracts being conveyed. The reasonable purpose is to “prevent the leaving of small unleased strips of land ... which may exist without the knowledge of one or both of the parties by reason of incorrect surveying, careless location of fences, or other mistakes.8

Justice McCall in a concurring opinion stated that, like Justice Smith in the Court’s Majority opinion, he did not want to hold that the catchall clause conveyed the quarter section that was not specifically described in the deed. However, he did not see the instrument as being ambiguous. He would limit the clause as a matter of law to include in the conveyance small strips of land bordering the described tract or tracts which may not be included because of a faulty description or may have been acquired by adverse possession. In that respect, the catchall clause would be considered as “supplemental” to the specific description of the particular tract which is the primary subject of the conveyance. The clause would not be regarded as an independent description of any tract separate and distinct from the specifically described tract in the deed.

The Supreme Court of Texas reversed the Court of Appeals decision to
remand the case back to the trial court to make a determination based on extrinsic evidence of the intent of the parties as to the scope of the conveyance as to the NE/4. The Court had entered judgment for the defendant, Smith, based on its finding that the ultimate purpose in construing the deed is to ascertain the intention of the grantor. On rehearing, the Court corrected its holding to the effect that it is the intention of the grantor and grantee that determines the scope of the grant. The error in the Court’s prior opinion, i.e., focusing solely on the intent of the grantor, was “harmless error.”

On Motion for Rehearing

On the Motion for Rehearing, Justice Smith, the author of the majority opinion, recited in his concluding paragraph, that a consideration of the entire deed indicated that the parties intended to convey only that land particularly described along with any strips or small tracts that might have been contiguous or been said to constitute a part of the described land. Consequently, the Mother Hubbard clause did not convey the NE/4 or its minerals.

Justice Calvert and Walker indicated in the Motion for Rehearing that they each disagreed with the majority opinion on the construction of the catchall clause. They did not believe the language in the deed revealed a patent ambiguity arising from the internal language of the deed as the majority had found. Likewise, they disagreed with Justice McCall’s opinion on the limited scope of the Mother Hubbard Clause because such a construction rendered the provision meaningless in that it would convey only small strips of land bordering the described tract.

There approach would be for the Court to apply the language of the catchall clause in the lease or deed and ascertain what property, other than that being specifically described, would be conveyed by the clause if the language were applied literally. It the clause would operate to convey more than small strips bordering the lands specifically described, a latent ambiguity would exist, and extrinsic evidence would be admitted to resolve the latent ambiguity, i.e., to ascertain the intention of the parties as to the lands encompassed within the conveyance by the catchall provision. The clause would then be held to convey all lands which the evidence established the parties intended to convey.

The Narrow Construction: Jones v. Colle

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Curry owned mineral interests in two (2) tracts of land that adjoined. Under tract one (1), a 68.72 acre tract, Curry owned 28.84 mineral acres. Under tract two (2), a 49.34 acre tract, Curry owned 20.7 mineral acres. Thus, Curry owned a total of 49.54 mineral acres under the two (2) tracts. Colle obtained an Order for a Receivership Lease to Curry’s mineral interest in Tract one (1) described as follows:

An undivided 49.54 mineral acres out of 68.72 mineral acres in the I. & G.N.R.R. Company Survey No. 7, Abstract 301, in Colorado County, Texas, as retained in a Deed from Winifred E. Curry, et al to Wm. K. Lehrer, dated January 3, 1949 and recorded in Volume 141, Page 511, Colorado County Deed Records to which references here are made for all purposes.

The lease also contained a Mother Hubbard Clause which recited as follows:

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition.

Colle was aware of the existence of Tract 2 prior to the execution of the Receivership Lease. Colle also prepared the Receivership Lease that contained no reference to Tract 2.

Subsequently, Curry conveyed her mineral and royalty interests in Tracts 1 and 2 to Jones. Jones then intervened in the receivership action, arguing that the Receivership Lease did not include Curry’s mineral interest in Tract 2. Jones premised his argument on the basis that Smith v. Allison held that the Mother Hubbard Clause only extends the lease to small unleased pieces or strips of land that one or both of the parties to the lease did not know existed. Colle argued that Smith did not limit the Mother Hubbard Clause to covering only small unleased pieces or strips of land that were unknown to the parties. Colle argued that under Smith the scope of the Mother Hubbard Clause is controlled solely by the intention of the parties. Thus, reference in the specific description clause to Curry’s 49.54 mineral acres clearly evidenced that the parties intended the Receivership Lease to include Curry’s mineral interest in both tracts. The Court of Appeals sustained the Trial Court’s grant of Summary Judgment to Colle.
The Supreme Court reversed the Court of Appeals and rendered Judgment for Jones. *Smith* did hold, according to the Court, that a Mother Hubbard Clause would only serve to cover property not described in the deed that consists of pieces or strips of land that may exist without the knowledge of one or both of the parties. Therefore, *Smith’s* holding precluded Colle from using the Mother Hubbard Clause to secure title to the minerals in the 49.34 acre adjoining tract that both parties knew existed at the time the lease was executed.

*The Ambiguous Construction: J. Hiram Moore Ltd v. Greer*11

Mary Greer and her three sisters partitioned an 80 acre tract situated in the Railroad Survey into four (4) twenty (20) acre tracts, designated as tracts 1 through 4. Each sister received title to the surface and minerals in one tract and a one-fourth (1/4th) NPRI in each tract. Mary Greer received tract 3. In 1988, two of Mary’s sisters leased their minerals in tracts 1 and 2 to Childers. The SixS Frels #1 well was completed on a tract in the Barnard Survey adjacent to tracts 1 and 2. In 1991, tracts 1 and 2, were pooled with the SixS Frels #1 well and other tracts situated in both the Barnard and Railroad Surveys to form the SixS Frels Gas Unit. Consequently, Mary Greer was entitled to receive 1/4th of the royalty for each of tracts 1 and 2 from the SixS Frels #1 well. Because tracts 3 and 4 were non-producing, she was not entitled to royalty from these tracts.

In May of 1997, Mary and her other sister executed separate oil and gas leases to their respective minerals in tracts 3 and 4 to J. Charles Holliman Inc. (Holliman, Inc.). In September of 1998, Mary executed a Royalty Deed to Steger Energy Corp (Stegar). At the time of the royalty deed, tracts 3 and 4 were still non-producing and Mary was still not entitled to any royalty from these tracts. Moreover, Mary was unaware of any drilling activity planned for the Holiman Inc. lease.

The Royalty Deed that Mary executed to Stegar Energy consisted of nine (9) numbered paragraphs in small print on a single page. The granting clause provided as follows:

“... all mineral royalties that may be produced from the following described lands situated in the County of Wharton, State of Texas to wit:

All of that tract of land out of the ... Barnard ... Survey, Wharton County, Texas known as the Medallion Oil-SixS Frels Unit.
... In addition to the above described lands, it is the intent of this instrument to convey, and this conveyance does so include, all of grantors [sic] royalty and overriding royalty interest in all oil, gas and other minerals in the above named county ... whether actually or properly described herein or not, and all of said lands are covered and included herein as fully, in all respects, as if the same had been actually and properly described herein.”

The specific legal description is sufficient to convey all of Mary’s royalty interest located in the SixS Frels Unit that is situated in the Barnard Survey. However, Mary owned no interests in the Barnard Survey. The only royalty interest she owned in the SixS Frels unit was in tracts 1 and 2 situated in the Railroad Survey. The omnibus legal description, the general grant, refers to all of the Greer’s interest in Wharton County, that includes not only her royalty interests in Tracts 1 and 2 in the SixS Frels Unit, but her royalty interests in tracts 3 and 4. Consequently, as noted in Supreme Court of Texas’s opinion, depending on the construction of the catch all clause, the Stegar Deed either conveyed all of Mary’s royalty interest or nothing.

Subsequently, Steger, having acquired other royalty interests in Wharton County, sold such interests, along with the Greer interest, to J. Hiram Moore, Ltd. (Moore), for their fair market value. At that time, there was no production from tract 3, nor was it pooled with any producing property. Thereafter, a well was completed on tract 3, the Greer #1 well, that produced from a formation different than the SixS Frels Unit produced. Kaiser Francis Oil Co, successor to the working interest in Tract 3 that Greer leased to Holliman, pooled tract 3, and tracts 1, 3 and 4 with other tracts to form a production unit.

After Greer disputed Moore’s claim to all royalties with respect to the interest partitioned to Greer in tracts 1 through 4, Kaiser Francis suspended the payments. Moore then sued Greer to determine their respective ownership interest and Greer counterclaimed for declaratory relief as well as rescission and reformation based on mutual mistake and fraud. Moore moved for summary judgment claiming that he had acquired title from Steger to all of Greer’s royalty interest in Wharton County. Greer responded that she only intended to convey to Steger her interest in the SixS Frels Unit in the Barnard Survey and that she did not intend to convey any of her royalty interest in the Railroad Survey. The trial court granted Summary Judgment to Moore and severed Greer’s claim for rescission and reformation. The Court of Appeals reversed the summary judgment on the sole
ground that Jones v. Collie holds, consistent with the long standing rule in Texas, that the general catchall provision only conveys small interests that are contemplated to be within the more specific legal description and does not convey a significant property interest not specifically described in the deed.

On appeal, the Supreme Court of Texas reversed the Court of Appeals, as well as the trial court’s grant of summary judgment for Moore. The Court found the deed to be ambiguous. The specific description in Greer’s deed points to a survey in which Greer owns no interest. The description purports to convey “all of that tract of land out of the ... Barnard Survey, known as the Medallion Oil-SixS Frels Unit.” Greer owned a 1/4th NPRI in tracts 1 and 2 which were pooled in the SixS Frels Unit but neither tract is in the Barnard Survey. Therefore, the specific description does not describe any royalty interest owned by Greer. The general “catchall” provision conveys “all of grantors royalty and overriding royalty interest” in Wharton County “whether actually or properly described herein or not, and all of said lands are covered and included herein as fully, in all respects, as if the same had been actually and properly described herein.” In effect, the deed states that Greer conveys nothing and that she conveys everything. Given the ambiguity of the deed, it cannot be construed as a matter of law. Therefore, a jury should hear the evidence and determine the intent of the parties.

There was a vigorous dissent by Justice Owen that was joined by Justice Medina. The dissent found the grant to be unambiguous. The specific grant purported to convey Greer’s interest in a specific survey and it also purported to grant Greer’s royalty interest in Wharton County, whether it was described in the deed or not. As it turned out, Greer did not own what she purported to convey in the specific grant, but she did own royalty interests in Wharton County and she unequivocally conveyed all of those interests in the general catchall provision of the deed. The result of the majority holding is that when the specific grant fails, an unambiguous general grant is rendered ambiguous. Stability, certainty and predictability of mineral titles will be diminished and protracted litigation to determine the meaning of “ambiguous” instruments will be result of the majority’s view.

The Exception from the Grant: Cummings v. Midstates Oil Corp. 12

The lessor, Cummings, executed an Oil and Gas Lease, dated August 31, 1939, in favor of J. H. Pendleton, as lessee, that covered approximately 200 acres of land in Yazoo County, Ms. Part of the legal description contained in the
granting clause read as follows:

The SW/4 of the SW/4 less ten (10) acres off the West side of the SW/4 SW/4.

Following the specific legal description was a catchall clause that read as follows:

It is the intention that this lease shall also include all land owned or claimed by lessor adjacent or contiguous to the land particularly described above, whether the same be in same survey or surveys or adjacent surveys.

Thereafter, Cummings executed numerous conveyances of mineral and royalty interests in his leased acreage, that also included the 10 acre tract, to twenty-six (26) grantees. The deeds all recited that the interests conveyed were subject to the terms of the Oil and Gas Lease. Cummings had little mineral or royalty interests in the leased acreage, or the excluded 10 acres, after his conveyances of the mineral and royalty interests.

Suit was brought by Cummings against the assignees of Pendleton to quiet title to the 10 acre tract as against the claim that it was included in the Pendleton lease. The trial judge held that the Mother Hubbard Clause contained words of grant and was not a mere expression of intention and that it operated to include the excepted 10 acre tract with the oil and gas lease. The Supreme Court of Mississippi affirmed the conclusion of the Chancellor that the excepted 10 acre tract was part of the Pendleton Lease on the basis that the numerous grantees of the mineral and royalty interests, along with Cummings, had adopted a practical construction that the excepted tract was part of the Pendleton lease. Such construction had been ratified and confirmed by the acts and conduct of the grantees and Cummings. The Supreme Court expressly failed to consider or analyze the trial court’s holding that the Mother Hubbard Clause had operated to bring the excepted tract into the Pendleton lease.

Mother Hubbard Clauses and Bona Fide Purchasers under the Recording Act: Luthi v. Evans

Owens owned interests in a number of oil and gas leases located in Coffey
County, Kansas. On February 1, 1971, she executed an Assignment of Interest in Oil and Gas leases that assigned all of her interests to International Tours (Tours). In addition to a lengthy list of the specific description of the leases and properties assigned was the following catchall clause:

Assignors intend to convey, and by this instrument conveys, to the assignee all interest of whatsoever nature in all working interests and overriding royalty interests in all Oil and Gas Leases in Coffee County, Kansas, owned by them whether or not the same are specifically enumerated above ...

Omitted from the specifically described leases was the Kufahl Lease, located in Coffee County, in which Owens then owned a share of the working interest. The catchall clause operated to assign the Kufahl Lease to Tours. Subsequently, however, in 1975, Owens executed a second assignment of her interest in the Kufahl Lease to the defendant. Prior to the delivery of the Assignment, the defendant had personally checked the records in the Office of the Register of Deeds and secured an Abstract of Title and neither had revealed the prior Assignment to Tours.

The issue in a lawsuit between the plaintiffs, the successors-in-interest of Tours, and the defendant, over the ownership of the Owens’ interest in the Kufahl Lease, was whether the Mother Hubbard Clause in the Tours Assignment provided constructive notice under the Recording Act to the defendant. The defendant argued that the Mother Hubbard clause lacked sufficient specificity as to the legal description and other lease data to provide constructive notice to a subsequent purchaser of an assignment from Owens. Thus, the defendant, as a subsequent purchaser for value without constructive or actual notice of the Tours Assignment, prevailed over the plaintiffs under the recording act. The trial court entered judgment for the defendant. The Court of Appeals reversed the judgment of the trial court on the grounds that the general description in the Tours Assignment was sufficient to provide constructive notice to a subsequent purchaser under the recording act.

The Supreme Court of Kansas reversed the Court of Appeals. In so doing, the Court determined that the Kansas statutory scheme of recording is intended to impart to a subsequent purchaser notice of the instruments which affect title to a specific tract. Consequently, to impart constructive notice to a subsequent
purchaser, a recorded instrument should describe the land covered with sufficient specificity that the specific land can be identified. Although a Mother Hubbard Clause, describing the property conveyed in general language, is valid and enforceable as between the parties, it does not afford constructive notice as to subsequent purchasers under the recording act. The Court did note that a grantee or lessee holding title under a Mother Hubbard Clause may secure the protection of the Recording Act by filing an affidavit at the Register of Deeds that contains the specific description of the property.

Conclusion

One cannot escape the fact that this paper is being presented at the Annual Institute of the Natural Resources Section of the Arkansas Bar Association yet not one Arkansas case has been discussed. That is because there is no Arkansas appellate court decision that involves a Mother Hubbard Clause. However, there are thousands of oil and gas leases in Arkansas that were acquired in the development of the Fayetteville Shale and most likely contain some version of a Mother Hubbard Clause. Mineral and Non-Participating Royalty Deeds that accompany mineral development and production on the scale of the Fayetteville Shale Play also likely contain Mother Hubbard Clauses. Because the clause may extend the lease or deed to mineral ownership beyond its specifically described tract, it may cloud title to some mineral ownership in the unit. It is unlikely that the Mother Hubbard Clause will escape judicial attention in the future.

1. The Author wishes to thank Julie McGill, a 3L Law Student at the University of Arkansas School of Law (Fayetteville) for her invaluable assistance and advice on this paper. Any errors, omissions or criticisms of the paper, however, are to be attributed exclusively to the author.

2. For an extended discussion of the Mother Hubbard Clause, see Bruce Kramer, The “Mother Hubbard” or “Cover all” Clauses in Mineral Deeds and Leases, 13 Eastern Min. L. Inst. § 12 (1992). See also, 1 Howard R. Williams & Charles J. Meyers, Oil & Gas Law § 221 (1992) and 1 Eugene Kuntz, A Treatise on the Law of Oil and Gas § 13.5 (1992). An A.L.R. annotation on the Mother Hubbard Clause also exists, Construction and Application of “Mother Hubbard” or “Cover-all” Clause in Oil and Gas Lease or Deed, 80 A.L.R.th 305 (1990)/


4. Kramer, supra Note 2 at § 12.01.

5. For a brief discussion of the older Texas cases dealing with the Mother Hubbard Clause, see Bruce Kramer, The Sisyphean Task of Interpreting Mineral Deeds and Leases, 24 Tex. Tech L. Rev. 1, 35 - 37 (1993).
1. 789 F.2d 344 (5th Cir. 1986), aff’g, 602 F. Supp. 551 (M.D. La. 1984).

2. 157 Tex. 220, 301 S.W.2d 608 (1957), re’hg denied and Further re’hg denied.


4. Justices Calvert and Walker viewed Justice McCall’s narrow construction of the Mother Hubbard Clause as meaningless because it would duplicate the result of the common law conveyancing doctrine of Strips and Gores. The Strips and Gores doctrine is stated as follows: “The doctrine of strips and gores is essentially a presumption that, when a grantor conveys all the land he owns adjacent to a narrow stip that thereby ceases to be useful to him, he also conveys the narrow strip unless he plainly and specifically reserves the strip for himself.” 4 Tex. Prac., Land Titles and Title Examination § 22.12 (3d ed.).

5. 727 S.W.2d 267 (1987).


7. 193 Miss. 675, 9 So.2d 648 (1942).