

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

CAPITOL GROUP, INC., Appellant,) No. ED97135
) Appeal from the Circuit Court of
vs.) St. Charles County
) Honorable Nancy L. Schneider
DONALD G. COLLIER, JR., Respondent.) Filed: May 9, 2012

Capitol Group, Inc. (Plaintiff) appeals the judgment of the Circuit Court of St. Charles County sustaining Donald Collier's (Defendant) motion to dismiss Plaintiff's action for breach of a personal guaranty. Plaintiff claims the trial court erred in dismissing Plaintiff's action against Defendant because: (1) the language of the parties' agreement is sufficient, as a matter of law, to constitute a personal guaranty; and (2) when construed according to the rules of contract interpretation, the agreement constitutes a personal guaranty. In the alternative, Plaintiff contends that the language of the agreement is ambiguous and the case should be remanded for the admission of parol evidence.

AFFIRMED.

Division Four Holds: The trial court did not err in dismissing Plaintiff's action against Defendant for breach of a personal guaranty. Plaintiff failed to plead a guaranty signed by Defendant that evidenced Defendant's intent to be personally liable on his corporation's account. This court further holds that, based on the plain and ordinary meaning of the words used in the credit application and the absence of two signature lines, the credit application is not ambiguous.

Opinion by: Patricia L. Cohen, P.J.
Glenn A. Norton, J., and Robert M. Clayton III, J., concur.

Attorney for Appellant: Philip J. Christofferson

Attorney for Respondent: Timothy R. Huff

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.