

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

**FARMERS STATE BANK OF NORTHERN MISSOURI,
RESPONDENT**

vs.

**DONNA HUFFAKER,
APPELLANT**

DOCKET NUMBER WD68861

DATE: MARCH 31, 2009

Appeal From:

Andrew County Circuit Court
The Honorable Randall R. Jackson, Judge

Appellate Judges:

Division Two: Lisa White Hardwick, P.J., Harold L. Lowenstein and Victor C. Howard,
JJ.

Attorneys:

Nicholas K. Robb, for Respondent

George S. Miller, for Appellant

MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS WESTERN DISTRICT

FARMERS STATE BANK OF NORTHERN MISSOURI, RESPONDENT

v.

DONNA HUFFAKER, APPELLANT

WD68861

Andrew County, Missouri

Before Division Two: Lisa White Hardwick, P.J., Harold L. Lowenstein and Victor C. Howard, JJ.

Farmers State Bank of Northern Missouri filed suit against Donna Huffaker seeking to recover the amount due on six loans the bank had made to her husband. The bank claimed that Huffaker was liable for the debt because she had signed a guaranty which covered the six loans. Huffaker claimed she did not sign the guaranty. The trial court entered a judgment upon a jury verdict in favor of the bank in the amount of \$146,970.69. Huffaker appeals.

AFFIRMED.

Division Two holds:

(1) Where a lay witness testified that he was familiar with Huffaker's handwriting due to his years of business dealings with her, the bank had established a sufficient factual basis underlying the witness's familiarity with Huffaker's handwriting and the trial court did not abuse its discretion in overruling Huffaker's objection to the admission of the witness's opinion.

(2) Because all of the exemplars used for comparison by a handwriting expert were authenticated by the testimony of a lay witness and Huffaker admitted that she had signed one of the exemplars, the trial court did not abuse its discretion in admitting the testimony of the handwriting expert.

(3) Where the guaranty included language which was equivalent to a recitation of "for value received," there was prima facie evidence of consideration. Therefore, the bank made a submissible case on its guaranty claim and the trial court did not err in denying Huffaker's motion for directed verdict.

Opinion by: Victor C. Howard, Judge

March 31, 2009

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