

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

ANGELA GRANT

**v.
JAMES SEARS**

APPELLANT,

RESPONDENT.

DOCKET NUMBER WD74864

DATE: September 25, 2012

Appeal From:

Pettis County Circuit Court
The Honorable Robert L. Koffman, Judge

Appellate Judges:

Division Three: Victor C. Howard, Presiding Judge, Karen King Mitchell, Judge and Cynthia L. Martin, Judge

Attorneys:

Robert W. Russell, Sedalia, MO, for appellant.

J. Christopher Spangler, Sedalia, MO, for respondent.

MISSOURI APPELLATE COURT OPINION SUMMARY

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

ANGELA GRANT,

APPELLANT,

v.

JAMES SEARS,

RESPONDENT.

No. WD74864

Pettis County

Before Division Three: Victor C. Howard, Presiding Judge, Karen King Mitchell, Judge and Cynthia L. Martin, Judge

Angela Grant appeals from the trial court's judgment granting James Sears's motion to enforce settlement. On appeal, Grant contends that the trial court erred in enforcing the settlement agreement because there was no meeting of the minds between Grant and American Family as to the material terms of settlement, and alternatively, if an enforceable settlement agreement was formed, American Family breached the agreement.

Reversed and remanded.

Division Three holds:

American Family's counteroffer to Grant's demand for payment of the policy limits included American Family's agreement to pay the policy limits plus additional terms requesting lien information. Grant's letter in response to American Family's counteroffer, which purported to accept payment of the policy limits but was silent as to the additional terms requesting lien information, was erroneously characterized by the trial court as acceptance of the terms added by American Family's counteroffer.

Sears has not clearly, convincingly and satisfactorily established that there was a meeting of the minds. American Family did not express that its acceptance of the terms in Grant's demand letter was conditioned on additional terms requesting lien information and Grant's letter accepting the payment of the policy limits does not indicate that Grant appreciated that American Family's references to lien information were intended as an additional material term of settlement.

Opinion by Cynthia L. Martin, Judge

September 25, 2012

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