

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**AMANDA L. BELLEMERE**

**RESPONDENT,**

**v.  
CABLE-DAHMER CHEVROLET  
INC., ET AL.**

**APPELLANTS.**

---

DOCKET NUMBER WD76328

DATE: December 31, 2013

---

Appeal From:

Jackson County Circuit Court  
The Honorable David M. Byrn, Judge

---

Appellate Judges:

Division Three: Lisa White Hardwick, Presiding Judge, Cynthia L. Martin, Judge and Gary D. Witt, Judge

---

Attorneys:

Joseph M. Backer, Independence, MO, for respondent.

Kevin D. Case and Patric S. Linden, Kansas City, MO, for appellants.

---

**MISSOURI APPELLATE COURT OPINION SUMMARY**

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**AMANDA L. BELLEMERE,**

**RESPONDENT,**

**v.**

**CABLE-DAHMER CHEVROLET  
INC., ET AL.,**

**APPELLANTS.**

No. WD76328

Jackson County

Before Division Three: Lisa White Hardwick, Presiding Judge, Cynthia L. Martin, Judge and Gary D. Witt, Judge

Respondent Amanda Bellemere ("Bellemere") filed a lawsuit alleging fraud, negligence, negligent misrepresentation, and violations of the Merchandising Practices Act, arising out of the purchase of an automobile from Appellant Cable-Dahmer Chevrolet, Inc. ("Cable-Dahmer"). Cable-Dahmer appeals from the trial court's denial of its motion to compel arbitration.

**AFFIRMED.**

**Division Three holds:**

(1) The trial court did not err in denying Cable-Dahmer's motion to compel arbitration because the trial court correctly determined that the sales contract lacked mutuality and was never validly formed. The question of whether the arbitration clause was enforceable was a non-issue.

(2) Under this set of uncontested facts, where one purchase agreement failed to include essential elements of the agreement and Cable-Dahmer failed to sign a second purchase agreement that expressly required its signature in order to be valid, the trial court did not err in determining that there was no mutuality of obligation.

(3) The first purchase agreement was not transformed into a final agreement merely because the second purchase agreement failed to satisfy all of the essential elements of a contract.

(4) Because the trial court did not determine that an arbitration provision was unenforceable, we need not address the remaining point.

Opinion by Gary D. Witt, Judge

December 31, 2013

\*\*\*\*\*

**[This summary is UNOFFICIAL and should not be quoted or cited.]**