

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**KANSAS CITY LIVE BLOCK 125 RETAIL LLC,  
RESPONDENT**

**vs.**

**HAMENDRA BHAKTA AND DANIEL BHAKTA,  
APPELLANTS**

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DOCKET NUMBER WD78184

DATE: DECEMBER 8, 2015

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Appeal from:

The Circuit Court of Jackson County, Missouri  
The Honorable Charles H. McKenzie, Judge

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Appellate Judges:

Division One: Anthony Rex Gabbert, Presiding Judge, Victor C. Howard, Judge and Cynthia L. Martin, Judge

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Attorneys:

William J. Foland, for Respondent

Michael L. Baumberger, for Appellants

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**MISSOURI APPELLATE COURT OPINION SUMMARY**

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**KANSAS CITY LIVE BLOCK 125 RETAIL LLC, RESPONDENT**

**v.**

**HAMENDRA BHAKTA AND DANIEL BHAKTA, APPELLANTS**

WD78184

Jackson County, Missouri

Before Division One: Anthony Rex Gabbert, Presiding Judge, Victor C. Howard, Judge and Cynthia L. Martin, Judge

Hamendra Bhakta and Daniel Bhakta appeal the judgment of the trial court in favor of Kansas City Live Block 125 Retail, LLC (KC Live), in its action against the Bhaktas for breach of a guaranty agreement. The Bhaktas guaranteed a commercial lease between KC Live and Albert Group LLC. The Bhaktas contend that the trial court erred in entering judgment in favor of KC Live because KC Live failed to present sufficient evidence that (1) consideration supported the guaranty and (2) the conditions precedent to enforceability of the guaranty were satisfied. The judgment of the trial court is affirmed.

**AFFIRMED.**

**Division One holds:**

(1) The Guaranty provided two sources of consideration for the Bhaktas' promise to guarantee the lease. First, KC Live promised to consent to a transfer of an ownership interest to the Bhaktas in Albert Group, which the lease required for certain transfers. Second, the Guaranty contained language that it was made "in consideration [of] other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged," which provided prima facie evidence of consideration. The presumption of consideration was not rebutted, and substantial evidence was presented that the consideration that was acknowledged but not expressly described in the Guaranty was Albert Group receiving \$120,000 in funding from the Bhaktas.

(2) The plain language of the Guaranty revealed that it was a contract of bilateral terms involving mutual promises for mutual performances—KC Live promised to consent to an ownership transfer between Albert Group and the Bhaktas and the Bhaktas made the concurrent promise to unconditionally guarantee the lease between KC Live and Albert Group. Neither the unambiguous language nor the nature of the Guaranty made actual consent to or transfer of ownership a condition precedent of the Bhaktas' guaranty of the lease.

**Opinion by: Victor C. Howard, Judge**

Date: December 8, 2015

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