MISSOURI COURT OF APPEALS
WESTERN DISTRICT

ANTHONY GUDE and CYBELE BENTON McCORMICK,
Appellants,
and
RICHIE P. GUERIN, SUCCESSOR TRUSTEE OF THE JESSIE BENTON DYNASTY TRUST,
Appellant,
v.
UMB BANK, N.A.,
Respondent.

DOCKET NUMBER WD87870
(Consolidated with WD87871 and WD87890)

DATE: October 6, 2026

Appeal From:

Jackson County Circuit Court
The Honorable Mark A. Styles, Jr., Judge

Appellate Judges:

Division Three: Thomas N. Chapman, Presiding Judge, Karen King Mitchell, Judge, and Janet Sutton, Judge

---

Attorneys:

Andrew Schermerhorn, Kansas City, MO, J. Kent Emison, Robert L. Langdon, Michael W. Manners, John M. Tyner, Sharon Kennedy, O. Nicole Smith, Lexington, MO, Larry D. Harmon, Liberty, MO, and Andre Boyda, Independence, MO, for Appellants Anthony Gude and Cybele Benton McCormick.

George E. Kapke, Jr., Lee's Summit, MO, for Appellant Richie P. Guerin, Successor Trustee of the Jessie Benton Dynasty Trust.

Todd W. Ruskamp, Russell J. Shankland, Emily M. Pedersen, and Rachel C. Groves, Kansas City, MO, for Respondent UMB Bank, N.A.

MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

ANTHONY GUDE and CYBELE BENTON McCORMICK, Appellants, and RICHIE P. GUERIN, SUCCESSOR TRUSTEE OF THE JESSIE BENTON DYNASTY TRUST, Appellant,
v.
UMB BANK, N.A., Respondent.

WD87870 (Consolidated with WD87871 and WD87890) Jackson County

Before Division Three Judges: Thomas N. Chapman, Presiding Judge, Karen King Mitchell, Judge, and Janet Sutton, Judge

Beneficiaries of a trust established by Thomas Hart Benton and his wife appeal from the judgment in favor of former trustee UMB Bank, N.A., on Beneficiaries' claims that the Bank breached its fiduciary duty to the Benton Trust and Beneficiaries. Beneficiaries argue the trial court erred in ruling that (1) they could not recover for transactions involving alleged conflicts of interest unless they proved that the Bank benefitted from the transactions or they caused harm to the Benton Trust or Beneficiaries; (2) the Bank did not breach its fiduciary duty by selling artwork without first obtaining contemporaneous appraisals; (3) Beneficiaries bore the burden of proving the Bank failed to obtain co-trustee's approval for art sales; (4) the Bank's disclaimer of the painting titled *Self-Portrait with Rita* was authorized by Benton's Will; and (5) Beneficiaries are not entitled to damages for the Bank's failure to preserve and protect copyright interests in Benton's artwork.

AFFIRMED.

Majority Opinion holds:

1. In a court-tried probate case, we will affirm the trial court's judgment unless there is no substantial evidence to support it, it is against the weight of the evidence, or it erroneously declares or applies the law. We review questions of law *de novo*.

2. In the appeal of a bench-tried case, we view the evidence and reasonable inferences that may be drawn therefrom in the light most favorable to the judgment, disregarding contrary evidence and inferences.

3. We defer to the trial court's assessment of witness credibility and the weight given to witness testimony.

4. To prevail on a breach of fiduciary duty claim, a plaintiff must show the existence of a fiduciary duty, a breach of that fiduciary duty, causation, and harm.

5. We presume that a trustee has acted in good faith and has done his or her duty, and the burden is on the party seeking to establish a breach of trust to prove otherwise.

6. In determining the meaning of trust provisions, the grantor's intent is controlling and must be ascertained primarily from the language of the trust. And, where the language used is clear and of well-defined meaning, it stands as written and extrinsic evidence cannot be offered to qualify, explain, or contradict the language.

7. When a trust grants a trustee broad discretion, courts will defer to the trustee's exercise of that discretion unless the trustee willfully abuses it or acts arbitrarily, fraudulently, dishonestly, or with improper motive.

8. Here, the Benton Trust granted the Bank significant discretion in handling Benton's artwork. The Trust did not require the Bank to secure the highest possible price for each sale, nor did the Trust require pre-sale appraisals.

9. We defer to the trial court's findings that expert witnesses, regardless of designating party, stated that, in the art world, appraisals are not required and the Bank took other steps to establish the value of Benton's artwork.

10. The valuation steps taken by the Bank were within the discretion granted to the Bank by the Benton Trust and, thus, the Bank did not breach its fiduciary duty when it sold Benton's artwork without first obtaining contemporaneous appraisals.

11. Section 473.293, which authorizes the probate court to allow a personal representative to dispose of valueless or encumbered property, did not constrain the Bank's testamentary power, as granted by Benton's Will, to relinquish a claim to *Self-Portrait* without court approval.

12. The disclaimer of *Self-Portrait* was within the authority granted by Benton's Will to the Bank, as executor, and, thus, was not a breach of the Bank's fiduciary duty.

13. The trial court is free to believe or disbelieve all or part of the evidence, including evidence that is uncontroverted. Thus, the trial court was free to disregard expert testimony that a reasonable executor would have notified heirs of a potential claim to *Self-Portrait* before relinquishing that claim.

14. Beneficiaries did not plead a *prima facie* case for an accounting; thus, the rules and burdens of proof applicable to an accounting action are inapplicable here, and Beneficiaries were not relieved of their burden to prove all four elements of their breach-of-fiduciary-duty claims.

15. Beneficiaries bore the burden of proof on their claim that the Bank breached its fiduciary duty to obtain its co-trustee's approval before selling artwork from the Benton Trust, and Beneficiaries failed to meet their burden in that they failed to present evidence that the Bank and its co-trustee did not act jointly when selling the artwork.

16. Although the trial court found that the Bank breached its duty to identify and protect copyright interests in Benton's artwork, the court correctly concluded that, for purposes of determining damages, the burden to examine each piece of art and identify which ones were eligible for copyright protection fell on Beneficiaries, and they failed to meet it.

17. Beneficiaries failed to prove that there were actual copyrightable works that did not receive the appropriate protection, resulting in monetary loss to Beneficiaries; it was not enough to establish the mere possibility of copyrightable works or associated loss.

18. A trustee is in a fiduciary relationship with the beneficiaries of a trust and, as a result, the trustee owes the beneficiaries a duty of loyalty, which requires the trustee to manage trust assets solely for the benefit of the beneficiaries.

19. The purchase of trust assets by the trustee will almost always result in a breach of fiduciary duty because the interests of the purchaser and the seller are naturally adverse. The same principle applies when the trustee acquires title to trust property indirectly following transfer to a third party.

20. Under the "no further inquiry rule" (NFIR), beneficiaries who prove that a fiduciary engaged in a transaction involving a conflict of interest may seek to void the transaction without having to prove that it benefitted the trustee or harmed the trust or the beneficiaries.

21. Missouri courts have adopted the principle of the NFIR in substance, but only in cases involving self-dealing, *i.e.*, where the fiduciary personally benefitted, directly or through his or her spouse, from the sale of trust assets.

22. None of the transactions challenged by Beneficiaries involved either the acquisition of Trust assets, directly or indirectly, by the Bank or a financial benefit to the Bank.

23. In the absence of proof of self-dealing or proof that the challenged transactions involved other types of conflicts of interest that benefitted the Bank or caused harm to the Beneficiaries, Beneficiaries failed to show they were entitled to relief under the NFIR.

24. Thus, the trial court did not err in refusing to apply the broad NFIR advocated by Beneficiaries or Missouri's more limited presumption of voidability in cases involving self-dealing to any of the challenged transactions.

Majority Opinion by: Karen King Mitchell, Judge October 6, 2026

Concurring Opinion holds:

Judge Chapman concurs in the majority opinion's resolution of Appellants' second through fifth points relied on and concurs in the result reached by the majority opinion regarding Appellants' first point relied on. Regarding Appellants' first point, Judge Chapman would hold that Appellants have failed on appeal to establish that a conclusive presumption of the breach of the duty of loyalty would apply to any of the allegedly conflicted transactions, which did not involve acquisition of trust property by UMB, in light of the trial court's findings that UMB received no benefit from the transactions and Appellants suffered no damages from any of the transactions. Additionally, Judge Chapman recognizes that Appellants relied on a rule relating to the remedy of setting aside transactions yet brought an action seeking the remedy of damages rather than the remedy of setting aside any of the transactions; however, the trial court already issued findings regarding whether Appellants had been damaged by any of the challenged transactions and found that Appellants did not sustain any damages as a result of the challenged transactions.

Concurring Opinion by: Thomas N. Chapman, Presiding Judge October 6, 2026

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