

MISSOURI COURT OF APPEALS EASTERN DISTRICT
OPINION SUMMARY

WRIT DIVISION ONE

STATE OF MISSOURI, ex rel.)	No. ED103867
DAVID K. WILLS and JAMES E. SALMON,)	
)	Writ of Prohibition
Relators,)	
)	
vs.)	Case No. 14SL-CC04233
)	
HONORABLE TOM DEPRIEST, JR.,)	
Circuit Judge, Circuit Court of St. Louis)	
County, Missouri,)	
)	
Respondent.)	Filed: February 2, 2016

Relators David Wills and James Salmon seek a writ of prohibition directing the Honorable Tom DePriest (Respondent) to refrain from proceeding against them in Case No. 14SL-CC04233 for lack of personal jurisdiction.

Relators, residents of Texas and Florida, respectively, own a company called Global Blue Technologies-Cameron (GBT). GBT is in the business of raising shrimp in large man-made domes. Arizon Structures Worldwide (Arizon), an Illinois company headquartered in St. Louis County, manufactures such domes. In 2013, GBT and Arizon entered into a series of contracts for the purchase of six domes. One of the contracts contained a forum selection clause favoring St. Louis County. The signature block of that contract contained Relators' signatures as "duly authorized representatives" of GBT. Each other page of the contract contained Relators' initials without the qualifier "duly authorized representatives."

After GBT defaulted on payment, Arizon filed a lawsuit in St. Louis County for breach of contract, naming as defendants GBT as well as Relators personally. Relators filed a motion to dismiss, seeking release from the suit in their individual capacities for lack of personal jurisdiction. Respondent denied the motion, reasoning that the court had personal jurisdiction over Relators by virtue of their initials on the contract without the qualifier.

PETITION FOR WRIT OF PROHIBITION GRANTED

WRIT DIVISION ONE HOLDS: An agent will not be bound personally except upon clear and explicit evidence of an intention to be bound. To unequivocally manifest an intent to be bound personally, a corporate officer must sign the contract twice, once in his corporate capacity and once in his individual capacity. The Arizon contract in question does not evidence a clear intent to bind Relators in their personal capacity. It contains only one signature block, which Relators completed expressly, in their capacity, as duly

authorized representatives of GBT. Relators' initials on other pages are insufficient to manifest an intent to assume personal liability. The trial court lacks personal jurisdiction over Relators in their individual capacity.

Opinion by: Lisa Van Amburg, Chief Judge

Sherri B. Sullivan., Judge, and Kurt S. Odenwald, Judge, concur.

Attorney for Relators: Jon A. Bierman
Thomas P. Hohenstein and Kelly J. Muensterman (co-counsel)

Attorney for Respondent: John M. Hessel
Duane L. Coleman and C. David Goerisch (co-counsel)

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