

**IN THE MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

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**COMPLETE TITLE OF CASE**

EMILY WEST and WILLIAM GRANT,

Appellants,

v.

SHARP BONDING AGENCY, INC., SENECA INSURANCE COMPANY, INC., and BAIL  
USA, INC.,

Respondents.

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**DOCKET NUMBER WD71651**  
(Consolidated with WD72434)

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**DATE:** November 2, 2010

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**APPEAL FROM**

The Circuit Court of Jackson County, Missouri  
The Honorable J. Dale Youngs, Judge

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**APPELLATE JUDGES**

Division One: James M. Smart, Jr., Presiding Judge, and Mark D. Pfeiffer  
and Cynthia L. Martin, Judges

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**ATTORNEYS**

Steve Garner and Jeff Bauer, Springfield, MO, and  
Daniel W. Craig, Kansas City, MO

Attorneys for Appellants,

Michael P. Healy and Michael J. Fleming, Kansas City, MO

Attorneys for Respondent Sharp  
Bonding Agency, Inc.,

Patrick K. McMonigle and Molly Bartalos, Kansas City, MO, and  
Richard Morgan, Miami, FL

Attorneys for Respondents Seneca  
Insurance Co., Inc., and Bail USA, Inc.

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viewing the facts in the light most favorable to West and Grant, we find that the record contains competent evidence of “two plausible, but contradictory, accounts of the essential facts.” This evidence includes, but is not limited to: (1) the express terms of the Bail Bond Agent Contract; (2) testimony as to the understanding of obligations under the Bail Bond Agent Contract; and (3) the actual conduct of Seneca/Bail USA and Sharp Bonding. Because there remain genuine issues of material fact as to whether an agency relationship existed between Seneca/Bail USA and Sharp Bonding, we reverse and remand for further proceedings consistent with this opinion.

**Opinion by: Mark D. Pfeiffer, Judge**

November 2, 2010

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THIS SUMMARY IS **UNOFFICIAL** AND SHOULD NOT BE QUOTED OR CITED.