



**MISSOURI APPELLATE COURT OPINION SUMMARY  
MISSOURI COURT OF APPEALS, WESTERN DISTRICT**

**BUCKSAW RESORT, L.L.C., Respondent, v.  
EUGENE MEHRTENS, Appellant**

WD75877

Henry County

Before Division One Judges: Victor C. Howard, P.J., Joseph M. Ellis, and Anthony Rex Gabbert, JJ.

Eugene Mehrtens (“Broker”) appeals the circuit court’s judgment following a jury verdict in favor of Bucksaw Resort, LLC (“Bucksaw”) on Bucksaw’s negligent failure to procure insurance claim. Broker argues on appeal that the circuit court erred in denying his motions for directed verdict and motion for judgment notwithstanding the verdict because: (1) Bucksaw failed to show that Broker did not procure the agreed upon insurance; (2) Bucksaw failed to show that its damages were proximately caused by Broker’s negligence; and (3) the jury verdict was satisfied by Bucksaw’s settlement with the insurance companies. Lastly, Broker argues that the circuit court erred in denying his motion to amend the judgment because Broker was entitled to a reduction in the judgment in the amount of Bucksaw’s settlement with the insurance companies.

**REVERSED AND REMANDED.**

**Division One holds:**

The court did not err in denying Broker’s motions for directed verdict and his motion for judgment notwithstanding the verdict. Bucksaw presented evidence to support each fact essential to liability for a negligent failure to procure insurance claim and, therefore, made a submissible case. The circuit court did not err in denying Broker’s motion for judgment notwithstanding the verdict but erred in denying his motion to amend the judgment because Broker was entitled to a set off in the amount of Bucksaw’s insurance settlements.

**Opinion by: Anthony Rex Gabbert, Judge**

Date: November 19, 2013

\*\*\*\*\*

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