

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

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COMPLETE TITLE OF CASE:

VERN LINSCOTT,

Respondent

v.

JAN S. BADER, PERSONAL REPRESENTATIVE OF THE ESTATE OF WILLIAM GENE  
SHERWOOD.

Appellant

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DOCKET NUMBER WD77184

DATE: November 4, 2014

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Appeal From:

Circuit Court of Clay County, MO  
The Honorable Larry D. Harman, Judge

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Appellate Judges:

Division One  
Thomas H. Newton, P.J., Lisa White Hardwick, Anthony Rex Gabbert, JJ.

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Attorneys:

Gwen Adele Edwards, Kansas City, MO, Counsel for Appellant,

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Attorneys:

Jon Alan Blongewicz, Leawood, KS, Counsel for Respondent

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

**VERN LINSCOTT, Respondent,**

v.

**JAN S. BADER, PERSONAL  
REPRESENTATIVE OF THE ESTATE OF  
WILLIAM GENE SHERWOOD, Appellant**

**WD77184**

**Clay County**

**Before Division One Judges: Thomas H. Newton, P.J., Lisa White Hardwick, Anthony Rex Gabbert, JJ.**

Jan S. Bader appeals the circuit court's judgment awarding Vern Linscott the proceeds of William Gene Sherwood's three accounts with KC Fairfax Federal Credit Union (the "Credit Union). First, Bader argues that the circuit court erred in declaring that Sherwood did not need to sign his account change card because Kansas law mandates that any change to a contract making a transfer upon death beneficiary designation must be made by a signed written instrument. Second, Bader argues that the court erred in finding that the four cards found in Exhibit 1 taken together constitute a contract which would have made Linscott the death beneficiary because Kansas law requires a signed instrument to clearly identify or refer to the unsigned document to integrate the unsigned document into the contract. Third, Bader argues that the court erred in finding Sherwood's IRA account was governed by a transfer upon death beneficiary contract between Sherwood and the Credit Union because Kansas law excludes IRA accounts from the provisions of its transfer upon death statutes. Fourth, Bader argues that the court erred in finding that Sherwood had clearly expressed his intent to make Linscott his transfer upon death beneficiary to the Credit Union and therefore the Credit Union wrongfully paid Sherwood's accounts to his estate because it is not supported by substantial evidence and is against the weight of the evidence.

**AFFIRM IN PART AND REVERSE AND REMAND IN PART.**

**Division One holds:**

The circuit court did not err in finding that (1) Linscott was the POD beneficiary because the Credit Union's actions prior to and after Sherwood's death, as well as Linscott's testimony, support the trial court's finding; (2) the four account cards constituted a contract between Sherwood and the Credit Union because the court's conclusion is supported by § 17-2263 and Kansas case law; and (3) Sherwood had clearly expressed his intent to make Linscott his POD beneficiary because it was supported by Linscott's testimony and the court is free to believe all, none, or some of his testimony. The court erred in awarding Linscott the proceeds of the IRA account because there is not substantial evidence on the record to support the court's finding.

Opinion by Anthony Rex Gabbert, Judge

Date:

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