MISSOURI COURT OF APPEALS EASTERN DISTRICT
OPINION SUMMARY

HOMEFIELD COMMONS HOMEOWNERS ASSOCIATION,	)	No. ED103858
Respondent,	)	Appeal from the Circuit Court of St. Charles County
vs.	)	Honorable Norman C. Steimel, III
ROY H. SMITH REAL ESTATE CO.,	)	
Appellant.	)	FILED: October 11, 2016

Appellant Roy H. Smith Real Estate Company, d/b/a Smith Management Group ("SMG"), appeals the judgment of the trial court entered after a bench trial. SMG entered into a one-year contract with Respondent Homefield Commons Homeowners Association ("HCHOA") to provide property-management services. Section 4 of the parties' contract specified the method by which either party could terminate the contract for cause prior to its expiration. HCHOA contends that it properly terminated the contract pursuant to Section 4. Following a bench trial, the trial court agreed.

REVERSED AND REMANDED WITH INSTRUCTIONS.

DIVISION FOUR HOLDS: Because the trial court erroneously applied the terms of the contract as required by law, HCHOA did not terminate the contract in conformance with the requirements of Section 4 of the parties' contract. The trial court erred in ruling to the contrary. Further, our holding that HCHOA failed to terminate the contract necessitates a remand to the trial court to consider whether SMG proved its counterclaim seeking damages on the remainder of the contract.

Opinion by: Kurt S. Odenwald, Judge James M. Dowd, P.J., and Gary M. Gaertner, Jr., J., concur.

Attorney for Appellant: Michael A. Clithero

Attorney for Respondent: Lester C. Stuckmeyer Jr.

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.