MISSOURI COURT OF APPEALS
WESTERN DISTRICT

COMPLETE TITLE OF CASE

HOWARD L. THACKER,

Respondent,

v.

MARYAM KAYUMOVA THACKER,

Appellant.

DOCKET NUMBER WD71266

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

DATE: June 8, 2010

APPEAL FROM

The Circuit Court of Miller County, Missouri
The Honorable Kenneth L. Oswald, Judge

APPELLATE JUDGES

Division One: Karen King Mitchell, Presiding Judge, and Lisa White Hardwick and Cynthia L. Martin, Judges

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ATTORNEYS

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Attorney for Appellant.

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

HOWARD L. THACKER,	)
	)
Respondent,	)
v.	)
	)
	)
MARYAM KAYUMOVA THACKER,	)
	)
Appellant.	)

WD71266 Miller County

Before Division One Judges: Karen King Mitchell, Presiding Judge, and
Lisa White Hardwick and Cynthia L. Martin, Judges

Maryam Kayumova Thacker ("Wife") appeals the trial court's judgment dissolving the marriage between Wife and Howard L. Thacker ("Husband"). On appeal Wife claims that the trial court erred in failing to award her maintenance or child support because Husband expressly contracted to support Wife and her two daughters in exchange for Wife's promise to marry Husband. Alternatively, Wife claims that she and her daughters reasonably relied on promises of support made to them by Husband to their detriment, warranting support and maintenance by estoppel. Finally Wife claims that the trial court erred in its award of attorney fees.

AFFIRMED.

Division One holds:

Although two people may expressly contract that one party will support the other and the other's children, even after the marriage ends, in exchange for a promise to marry, the trial court found in this case that Wife's agreement to marry Husband was not in consideration of any express promises by Husband to support either Wife or her two daughters. The trial court also found that Wife and her daughters are no worse off for having come to the United States than they were in Russia, so that any reliance upon representations made by Husband was not to the detriment of either Wife or her daughters. Substantial evidence exists to support all of the trial court's findings. The trial court also concluded that Wife was not entitled to maintenance under

section 452.335 RSMo., and such finding was not an abuse of the trial court's discretion in that the marriage lasted only a few months; Wife was thirty-seven years old, in good health, college educated, and spoke three languages; Wife had already obtained employment; and Wife had been awarded some marital and non-marital property.

The trial court's award of attorney fees to Wife was not an abuse of the trial court's discretion because Wife's claims of express contract and estoppel do not fall under the attorney fee provision of section 452.355.1.

Opinion by: Karen King Mitchell, Judge June 8, 2010

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