MISSOURI COURT OF APPEALS
WESTERN DISTRICT

EUAN MCLEOD, RESPONDENT,
v.
KRISTY MCLEOD, APPELLANT.

DOCKET NUMBER WD85912

DATE: DECEMBER 19, 2023

Appeal From:

Boone County Circuit Court
The Honorable Leslie Mayberry Schneider, Judge

Appellate Judges:

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

---

Attorneys:

Carla Grace Holste, Jefferson City, MO, for respondent.

Gary L. Stamper, Columbia, MO, for appellant.

MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

EUAN MCLEOD, RESPONDENT,
v.
KRISTY MCLEOD, APPELLANT.

WD85912 Boone County

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

Kristy McLeod appeals from the trial court's judgment dissolving her marriage to Euan McLeod based on the terms of an oral settlement agreement. Mrs. McLeod asserts that the trial court committed error in denying her motion to set aside the oral settlement agreement; in entering a judgment that ordered maintenance to abate in a manner that varied from the oral settlement agreement; and in denying her motion to amend the judgment to address omitted marital property.

AFFIRMED.

Division Three holds:

(1) The trial court did not err in denying Mrs. McLeod's motion to set aside the oral settlement agreement. The parties reached an oral settlement agreement and spread that agreement upon the record at the March 11, 2022 hearing and at subsequent hearings on the record during which attorneys for both parties indicated that contested and omitted terms raised in the motion to set aside the oral settlement agreement had been resolved. Though some discrepancies between the written judgment and the oral settlement terms spread upon the record exist, those discrepancies were not raised in the motion to set aside the oral settlement agreement, and cannot provide a basis to find trial court error in denying the motion to set aside the oral settlement agreement.

(2) Mr. McLeod's testimony, read in its totality and in context, reflects an understanding between the parties that the maintenance obligation would abate for up to six months following his involuntary unemployment during the eight-year non-modifiable maintenance period in order for Mr. McLeod to find new employment. There was no indication that the abatement would be anything less than the elimination of the obligation during the relevant time period or that the parties contemplated a single abatement period.

(3) The trial court did not err in denying Mrs. McLeod's motion to amend the written judgment. The record was not sufficient to permit the trial court to determine whether bank account 5596 was in existence but undivided by the oral settlement agreement or the judgment. And the record in this case was not sufficient to permit the trial court to determine whether Mr. McLeod's income received in early 2022 was deposited into an undisclosed bank account that needed to be divided as opposed to reasonably anticipated marital income relevant to the already agreed upon provisions for maintenance and child support.

Opinion by: Cynthia L. Martin, Judge December 19, 2023

This summary is UNOFFICIAL and should not be quoted or cited.