



In the Missouri Court of Appeals Eastern District

DIVISION TWO

ANITA M. BECKMANN,	)	No. ED113220
	)	
Appellant,	)	
	)	
v.	)	
	)	
MARY K. WILSON, ET AL.,	)	
	)	
Respondents.	)	Filed: November 4, 2025

**Appeal from the Circuit Court of St. Louis County
The Honorable Richard M. Stewart, Judge**

Introduction

This appeal addresses whether a judgment is final when a party counterclaims but the judgment does not dispose of those claims. Anita Beckmann (“Anita”)¹ appeals the circuit court’s judgment entered after a bench trial disinheriting her from the Mary Ann Beckmann Revocable Living Trust (“Mother’s Trust”) because she violated the trust’s no-contest clause.² In Point I, Anita claims the circuit court erred in denying her a jury

¹ Because many persons in this case share a last name, this Court will refer to certain individuals by their first name. No disrespect or familiarity is intended.

² In a separate bench trial, the circuit court also disinherited Anita from the Bruce N. Beckmann Revocable Living Trust (“Father’s Trust”) for violating its corresponding no-contest clause. Anita purported to appeal this judgment, as well. This Court need not decide whether she properly did so because we lack jurisdiction to consider this appeal.

trial. In Point II, she argues the circuit court erred in characterizing the no-contest clause violation as a counterclaim instead of an affirmative defense. In Point III, she contends the circuit court erred in finding she violated the no-contest clause because it relied upon previous, abandoned pleadings in its determination.

This Court cannot reach the merits of Anita’s appeal because the circuit court’s judgment is not final. Elizabeth and Christopher Baudler (“the Baudlers”), the daughter and son-in-law of trustee Mary Kathryn Wilson (“Wilson”), counterclaimed against Anita for slander of title, malicious prosecution, and abuse of process. The circuit court’s judgment did not resolve these claims nor dismiss the Baudlers. As such, the judgment is not final, and this Court is not vested with appellate jurisdiction. Accordingly, we have no choice but to dismiss this appeal. Wilson’s motion for attorney’s fees taken with the case is denied.

Factual and Procedural Background

Wilson is the oldest child of Mary and Bruce Beckmann (“Mother and Father”). Anita is her younger sister. Eugene Beckmann (“Eugene”) is her younger brother. Father served as the trustee for Mother’s Trust since at least 2013. Mother died in December 2019, and Father died in January 2020. Upon their deaths, Wilson was named the trustee of Mother’s Trust, and Eugene and Wilson were named the co-trustees of Father’s Trust. Both trusts contained a robust no-contest clause, which provided:

If any beneficiary under this Trust Agreement, singly or in conjunction with any other person or persons, directly or indirectly, (i) contests in any court

This Court will refer to Father’s Trust only to the extent it provides context for Mother’s Trust.

the validity of this Trust Agreement or, in any manner, attacks or seeks to impair or invalidate any of its provisions; (ii) claims entitlement by way of any written or oral contract to any portion of the Grantor's estate, whether in probate or under this Trust Agreement; (iii) unsuccessfully challenges the appointment of any person named as Trustee or successor Trustee of this Trust, or as Personal Representative or successor Personal Representative of the Grantor's Last Will and Testament; (iv) objects in any manner to any action taken or proposed to be taken in good faith by the Trustee; (v) objects to any construction or interpretation of this Trust Agreement, or any provision of it, that is adopted or is proposed in good faith by the acting Trustee; (vi) unsuccessfully seeks the removal of any person acting as Trustee of any Trust created under this instrument; (vii) files any creditor's claim against the Grantor's estate (without regard to its validity), whether the claim arose before or after the date of this instrument; (viii) files a petition or other pleading to change the character of any property subject to this Trust Agreement; (ix) claims in any proceeding that any assets held or claimed under this instrument were held as joint with right of survivorship property; (x) files a petition or other pleading seeking to impose a constructive trust or resulting trust of any assets claimed under this Trust Agreement; or (xi) participates, conspires, or assists with another in any of the previous actions in a manner adverse to this Trust Agreement, then and in that event that person's right to take any interest given to him or her by or under this Trust Agreement shall be determined as it would have been determined if the person had predeceased the execution of this instrument without surviving issue.

Wilson and Anita began disagreeing over Wilson's actions as trustee of Father's and Mother's Trusts. Anita and Wilson had many disputes, but two are illustrative. First, Wilson placed Mother's and Father's home ("Emerald Crest Property") for sale. The Emerald Crest Property was part of Mother's Trust. Anita submitted a bid for \$265,001. The Baudlers submitted a bid for \$250,000. Wilson accepted the Baudlers' bid, which was \$15,001 less than what Anita offered. Second, Anita requested an accounting on both trusts from Wilson but claimed she received legally insufficient "summary statements" with "no formal itemized nor specific accountings."

Because of these disagreements, among others, Anita filed a one-count petition for an accounting of both trusts against Eugene and Wilson. In response, Eugene and Wilson counterclaimed for declaratory judgment, requesting the circuit court determine that Anita's lawsuit violated both trusts' no-contest clause.

Anita discovered the Baudlers bought the Emerald Crest Property and intended to resell it. Anita filed a lawsuit against the Baudlers, seeking to stop the Emerald Crest Property sale via injunctive relief on December 14, 2020. Anita amended her petition in this lawsuit on December 17, 2020, to request only money damages and removed any request for injunctive relief.

On January 12, 2021, Anita filed a three-count first amended petition against Eugene and Wilson in the original lawsuit for (1) an accounting, (2) a "declaratory judgment/interlocutory order" requesting the court's guidance on whether her potential claims would violate the no-contest clause, and (3) a request for a temporary restraining order and preliminary injunction against the Baudlers to stop them from reselling the Emerald Crest Property. That same day, Anita dismissed her lawsuit against the Baudlers challenging the Emerald Crest Property sale. Anita filed a second amended petition on February 5, 2021, and removed her injunctive relief claims. This second amended petition formally named the Baudlers as defendants and included four counts:

(1) accounting, (2) "declaratory judgment/interlocutory order" that certain claims would not violate the no-contest clause, (3) fraud against the Baudlers for allegedly making material misrepresentations and omissions regarding the Emerald Crest Property sale, and (4) a writ of attachment.

A few days later, the Baudlers brought four counterclaims against Anita: (1) slander of title, (2) malicious prosecution, (3) abuse of process, and (4) a writ of attachment. The Baudlers alleged Anita's multiple lawsuits and multiple amended petitions were filed in bad faith and solely to prevent them from selling the Emerald Crest Property.

In February 2021, Anita subpoenaed two non-party financial institutions, UBS Financial Services and Edward Jones, for information regarding any accounts kept in the name of Mother's and Father's Trusts. The subpoenas asked for information from January 1, 2009 until the account closed at UBS Financial Services and from January 1, 2013 to present at Edward Jones. These dates were before Wilson began serving as trustee in 2020 and before Father, the original trustee, owed the beneficiaries any duties of care. Anita sought this information without requesting an interlocutory ruling the subpoenas did not violate the no-contest clauses.

On October 7, 2022, more than a year and a half after filing the second amended petition, Anita moved for an interlocutory safe harbor order to determine whether her second amended petition claims would violate the no-contest clauses. On November 14, 2022, the circuit court granted safe harbor to Anita on her breach of fiduciary duty claim relating to the Emerald Crest Property sale ("Safe Harbor Order"), but *denied* safe harbor as to the other petition allegations. It explicitly "reserved ruling on whether actions prior

to this order violate the no contest [sic] clause[s].” Anita did not appeal the Safe Harbor Order. *See* section 456.4-420.3.³

Anita then filed her third amended petition for: (1) accounting, (2) civil conspiracy, (3) writ of attachment, and (4) unjust enrichment. While the circuit court originally set a jury trial on Anita’s third amended petition, the no-contest clause declaratory judgment action, and the Baudlers’ counterclaims, Wilson and Eugene requested the court first conduct a bench trial on the no-contest clause counterclaim on Father’s Trust. The circuit court granted the request and set the no-contest clause counterclaim regarding Father’s Trust for a bench trial, while the other claims remained set for a jury trial. After this bench trial, the circuit court determined and entered judgment Anita violated the no-contest clause in Father’s Trust and disinherited her.

Wilson then requested the circuit court hold a bench trial on the no-contest clause counterclaim in Mother’s Trust. The circuit court agreed, ordered the counterclaim be bench-tried, and noted “if [Anita] waives jury trial as to her claims in Third Amended Petition, all claims/defenses to be heard at bench trial.” Anita did not waive her right to a jury trial. A second bench trial was held. The circuit court again entered its judgment finding Anita violated the no-contest clause in Mother’s Trust and disinherited her. Neither judgment addressed the Baudlers’ counterclaims, and neither party requested the court certify the case for appeal under Rule 74.01(b).

³ All statutory references are to RSMo. Cum. Supp. 2022 unless otherwise indicated.

This appeal follows. This Court will include additional facts as necessary to address the parties' arguments.

Discussion
Final Judgment
Party Positions

Wilson argues the judgment is not final because the circuit court did not resolve the Baudlers' counterclaims.⁴ Anita argues the Baudlers "abandoned" their counterclaims because the circuit court only intended to hold two bench trials, and the Baudlers did not submit their counterclaims in either proceeding. Anita also contends Wilson and the Baudlers sandbagged this issue.

Analysis

Before this Court can address the merits of Anita's appeal, we must first determine whether we have jurisdiction. "The right to appeal is purely statutory and, where a statute does not give a right to appeal, no right exists." *Wilson v. City of St. Louis*, 600 S.W.3d 763, 767 (Mo. banc 2020) (quoting *First Nat'l Bank of Dieterich v. Pointe Royale Prop. Owners' Ass'n, Inc.*, 515 S.W.3d 219, 221 (Mo. banc 2017)). Section 512.020(5) states the general rule that parties can appeal from "final judgments" *only*. *Roberts v. Reserve at Heritage, LLC*, 681 S.W.3d 261, 263 (Mo. App. E.D. 2023). A final judgment has two components. "First, it must be a judgment (i.e., it must fully resolve at least one claim in a lawsuit and establish all the rights and liabilities of the parties with respect to that

⁴ Wilson also argues Counts 2 through 4 in the third amended petition remain undisposed as well. Because this Court holds the Baudlers' counterclaims remain undisposed, we need not decide that question.

claim).” *Wilson*, 600 S.W.3d at 771. “Second, it must be ‘final,’ ... because it disposes of all claims (or the last claim) in a lawsuit” *Id.*

Thus, an appellate court generally “only has jurisdiction over final judgments disposing of *all* issues and parties, which leave nothing for future determination.” *MJDZ, L.L.C. v. De La Cruz*, 553 S.W.3d 422, 424 (Mo. App. W.D. 2018) (emphasis added and citation modified) (quoting *Crest Constr. II, Inc. v. Hart*, 439 S.W.3d 246, 249 (Mo. App. W.D. 2014)). “Any judgment as to fewer than all claims or all parties does not end the action, which makes it subject to the [circuit] court’s revision at any time until final judgment.” *Id.* (quoting *Steelhead Townhomes, L.L.C. v. Clearwater 2008 Note Program, LLC*, 504 S.W.3d 804, 806 (Mo. App. W.D. 2016)). A final judgment must dispose of a counterclaim; if it does not, the judgment disposes of fewer than all parties and claims and so “is not final and appealable.” *Lane House Constr., Inc. v. Sithole*, 504 S.W.3d 102, 105 (Mo. App. E.D. 2016).

However, there are two relevant exceptions to the final judgment rule. First, “if a finding in the main claim necessarily carries with it a determination of the counterclaim, then this constitutes a final judgment even though the counterclaim was not specifically mentioned in the judgment.” *Gordon v. Heller*, 352 S.W.3d 411, 413 (Mo. App. E.D. 2011) (citation modified) (quoting *Smith v. Premium Homes, Inc.*, 103 S.W.3d 810, 812 (Mo. App. E.D. 2003)). Second, even if a ruling does not dispose of all issues and parties, a circuit court may nevertheless certify the case for immediate appeal “if the court *expressly* finds there is no just reason for delaying the appeal until all claims are resolved” under Rule 74.01(b). *Wilson*, 600 S.W.3d at 768 (emphasis added).

Here, the circuit court's judgment is not final because it only disposes of the no-contest clause counterclaim against Mother's Trust. It does not explicitly resolve the Baudlers' counterclaims against Anita for slander of title, malicious prosecution, and abuse of process, nor does it expressly dismiss the Baudlers. Consequently, the judgment did not fully dispose of the Baudlers' counterclaims and is not a final judgment.

The exceptions to the final judgment rule also do not apply. First, the finding Anita violated the no-contest clause in Mother's Trust did not resolve the Baudlers' counterclaims. Many questions of fact and law remain undisposed. The Baudlers brought (1) a slander of title claim against Anita because she allegedly "filed multiple lawsuits ... supported by false and misleading facts ... maliciously and with the purpose of preventing the sale of the [Emerald Crest] Property;" (2) a malicious prosecution claim because she filed "five different Petitions ... against the Baudlers" allegedly without "probable cause" and "motivated by Anita's malice and done intentionally without just cause or excuse;" and (3) an abuse of process claim because the multiple lawsuits were alleged to be "an illegal, improper, and perverted use of process, which was neither warranted nor authorized by the process." Whether Anita violated the no-contest clause does not affect whether these allegations of fact entitle the Baudlers to relief. Accordingly, resolving the no-contest clause counterclaim does not resolve the Baudlers' counterclaims. Second, both parties concede this case was not expressly certified for appeal under Rule 74.01(b), and this Court agrees after its own review of the record. Neither exception to the final judgment rule applies.

Anita does not dispute either proposition. Instead, she argues the Baudlers “abandoned” their counterclaims by not raising them during the two bench trials. Anita contends the circuit court only intended to hold two trials, and the Baudlers abandoned their counterclaims by pleading— but not submitting—their claims during those trials. Anita cites *State ex. rel Kansas City v. Campbell*, 505 S.W.3d 299 (Mo. App. W.D. 2016), for this proposition. In *Campbell*, the plaintiff pled a breach of contract claim but did not present that claim at trial nor did he “request that the jury be instructed on such a claim before the case was submitted to the jury.” *Id.* at 300. Thus, “[b]ecause a breach of contract theory of liability was not presented to the jury at trial, it was abandoned.” *Id.* at 301.

Campbell is distinguishable because the record here reveals the circuit court intended to bifurcate this case: two trials on the equitable matters and a third trial with a jury on the remaining matters. Anita requested a jury trial on the no-contest clause counterclaims and the Baudlers’ counterclaims in January 2023. On November 21, 2023, Wilson and Eugene requested a bench trial on the no-contest clause counterclaim regarding Father’s Trust. The circuit court vacated the jury trial setting and took the motion for bench trial “under submission.” It stated “[i]f bench trial is granted in its entirety, all legal and equitable matters will be heard by Judge simultaneously.” Anita argues this order proves the circuit court intended to hear all claims itself and reserved no matters for a third trial. However, later orders rendered this one a nullity. On March 19, 2024, the circuit court granted the motion for bench trial and ordered the no-contest clause counterclaim regarding Father’s Trust be “severed from [Anita’s] claims, to be

tried bifurcated from [Anita's] claims.” After the bench trial, the circuit court determined Anita violated the no-contest clause in Father's Trust.

Wilson then requested a bench trial on the no-contest clause counterclaim in Mother's Trust because “[i]n the interest of efficiency and judicial economy, the Court must first determine whether or not [Anita] has violated the no-contest clause of [Mother's] Trust before allowing [Anita] to proceed with an expensive jury trial.” Wilson thus acknowledged Anita might have viable legal claims, but wanted to resolve the equitable question first because it could eliminate the need for a jury trial. The circuit court granted Wilson's motion and ordered a bench trial on the alleged no-contest clause violation in Mother's Trust. It further ordered “if [Anita] waives jury trial as to her claims in Third Amended Petition, all claims/defenses to be heard at bench trial.”

The conditional language is important: only if Anita waived her jury trial right would “all claims/defenses” be heard at the bench trial. Because Anita did not waive her jury trial right, “all claims/defenses” could not be heard at the bench trial. Thus, this order demonstrates that the circuit court contemplated three trials: a bench trial on the no-contest clause counterclaim in Father's Trust, a bench trial on the no-contest clause counterclaim in Mother's Trust, and a jury trial on “all claims/defenses” remaining, if Anita did not waive her right to a jury trial. Because Anita did not waive her right to a jury trial, the circuit court intended for “all claims/defenses,” like the Baudlers' counterclaims, to be resolved at a third trial.

Anita argues Wilson sandbagged this issue because she did not mention the Baudlers' counterclaims during or after the no-contest clause counterclaim regarding

Mother's Trust. Anita has put forth no evidence the Baudlers sandbagged their claims. The procedural history demonstrates the circuit court intended to hold two trials on the no-contest clause counterclaims only, and then a jury trial on any "remaining claims/defenses." Thus, there was no need to raise the Baudlers' counterclaims because both trials were confined to the no-contest clauses in Father's and Mother's Trusts.

In any event, the parties' positions do not change our jurisdictional analysis because "this Court has a duty to determine *sua sponte* whether it has jurisdiction to review the appeal." *Delphi Mgmt. Sols., Inc. v. Bearden*, 717 S.W.3d 315, 320 (Mo. App. E.D. 2025). Even if Wilson sandbagged the Baudlers' counterclaims—which Anita has not shown—this Court's jurisdiction is sacrosanct and unreasonable actions taken by parties generally will not vest this Court with appellate jurisdiction. *Cf. Kubley v. Brooks*, 141 S.W.3d 21, 28 (Mo. banc 2004) ("Except in unusual circumstances ... subject matter jurisdiction cannot be conferred by estoppel.").

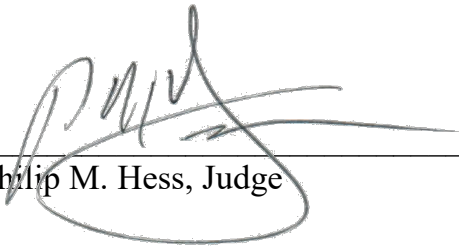
Because the circuit court intended for "all claims/defenses" remaining after the second bench trial to be tried at a third trial with a jury, the Baudlers' counterclaims were not abandoned. Because the counterclaims were not abandoned, and because the circuit court's judgment did not dispose of them, the judgment declaring Anita violated the no-contest clause did not dispose of all parties and claims. As such, there is no final appealable judgment, and this Court lacks appellate jurisdiction.

*Motion for Attorney's Fees*⁵

Wilson moved for attorney's fees before submission of this appeal. This Court holds there is not yet a final and appealable judgment. Thus, "[b]ecause there is not yet a final and appealable judgment, we have no jurisdiction to address [Wilson's] requests for attorney's fees." *Finley v. Finley*, 642 S.W.3d 755, 760–61 (Mo. App. E.D. 2022); *see also* Eastern District Local Rule 400 ("Any party claiming an amount due for attorney's fees on appeal pursuant to contract, statute or otherwise *and which the court has jurisdiction to consider*, must do so before submission of the cause.") (emphasis added). This Court denies Wilson's motion for attorney's fees taken with the case.

Conclusion

The appeal is dismissed.


Philip M. Hess, Judge

Michael S. Wright, Presiding Judge and
Virginia W. Lay, Judge concur.

⁵ Because the local rule refers to "attorney's fees," this Court will use that term. The preference, however, is for "attorney fees." *Arrowhead Lake Estates Homeowners Ass'n, Inc. v. Aggarwal*, 624 S.W.3d 165, 166 n.1 (Mo. banc 2021).