

St. Louis Union Station Holdings, Inc. v. The Discovery Channel Store, Inc.

Nature of the Case: St. Louis Union Station ("Union Station") appeals the judgment of the circuit court enforcing a settlement agreement between Union Station and The Discovery Channel Store ("Store").

Facts: Union Station, as landlord, and Store, as tenant, were parties to a lease agreement. The term of the agreement set the lease to expire on January 31, 2011. In August 2007, Store ceased doing business and abandoned its premises at Union Station, and thereby was in default under the lease. On September 5, 2007, Union Station filed a verified petition against Store seeking rent due under the lease. The petition was sworn to under oath by Byron Marshall, acting as general manager and representative of Union Station.

On September 21, 2007, the following email exchange took place between Marshall and Tom Davidson (a real estate salesperson employed by DJM Realty, a broker engaged by Store):

[From Marshall to Davidson]:

[R]egarding the lease termination of Discovery Channel Store, . . . our owner will agree to counter your previous offers with \$220,000.00.

[From Davidson to Marshall]:

Your lease termination counteroffer of \$220,000 "all inclusive and as is condition" is accepted for [Store]. Kindly prepare the lease termination agreement and e-mail it to me for processing and review by [Store].

Trial Court Results: On January 18, 2008, Store filed a motion to enforce settlement, and arguments on the motion were heard on January 31, 2008. On April 4, 2008, the court entered judgment granting Store's motion. The judgment became final on February 19, 2009.

Grounds for Appeal: Union Station raises three points on appeal: (1) the circuit court erred in entering its judgment granting the motion to enforce settlement because there was no written agreement, signed by an authorized representative of Union Station, to terminate the lease; (2) the circuit court erred in entering its judgment because no settlement ever existed in that there was no valid acceptance, and hence no meeting minds as to settling the lawsuit; and (3) the circuit court erred in entering its judgment because there was no hearing to determine the evidence.

Response to Appeal: As to Union Station's first point, Store argues the statute of frauds does not apply to a lawsuit seeking solely monetary relief, and Marshall, as the individual with authority to initiate the lawsuit, was authorized to settle the lawsuit.

As to Union Station's second point, Store points to the September 21, 2007 e-mail exchange as clear and convincing proof of an offer and acceptance.

As to Union Station's third point, Store claims that the circuit court did in fact hold a hearing on the motion to enforce settlement.