

Desu v. Lewis - Addressing Prevailing-Party Attorney Fees Under a Contract

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Straightforward and useful case addressing prevailing-party attorney fees under a contract.

Clear statement from the Missouri Court of Appeals that where "a contract provides for payment of attorney's fees and costs expended to enforce the contract, a trial court is required to award such fees and costs to the prevailing party." Further identifies that "[t]his Court has defined "prevailing party" for purposes of a contract award as "the party prevailing on the main issue in dispute, even though not necessarily to the extent of its original contention.""

Court Summary:

Samson Desu appeals from the judgment of the trial court awarding him \$8,450 in his breach of contract case. On appeal, Desu argues the trial court erred by failing to award him attorney's fees pursuant to the terms of the contract.

AFFIRMED IN PART, REVERSED IN PART AND REMANDED.

Division Four Holds:

The contract sued upon provides for payment of attorney's fees and costs to the prevailing party. The trial court's judgment established that Desu is the prevailing party. Thus, the trial court erred by failing to award Desu reasonable attorney's fees. We affirm the judgment in part but reverse and remand solely for the court's determination of an award of costs and reasonable attorney's fees.

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