

STATEMENT OF THE ISSUES

- I. Whether the Circuit Court erred in rescinding the contract for deed upon a finding of undue influence.

The Circuit Court found that Lincoln unduly influenced Pearl and rescinded the contract for deed.

Relevant Authority:

SDCL 53-4-7

*In re Smid*, 2008 SD 82, 756 NW2d 1

*Vermilyea v. BDL Enterprises, Inc.*, 462 NW2d 885, 888 (SD 1990)

STATEMENT OF LEGAL ISSUES

- I. WHETHER THE CIRCUIT COURT CLEARLY ERRED IN FINDING THE CONTRACT FOR DEED IN QUESTION WAS THE RESULT OF UNDUE INFLUENCE?

The trial court correctly found that the Contract for Deed was the product of undue influence.

Stockwell v. Stockwell, 2010 SD 79, 790 N.W.2d 52

In re Estate of Pringle, 2008 SD 38, 751 N.W.2d 277

In re Estate of Duebendorfer, 2006 SD 79, 721 N.W.2d 438

- II. WHETHER THE CIRCUIT COURT ERRED AS A MATTER OF LAW IN FINDING THAT THE ORAL FARM LEASE BETWEEN PEARL AND LINCOLN REMAINED IN EFFECT AFTER THE CONTRACT FOR DEED WAS SIGNED AND THAT, AS A RESULT, PEARL WAS NOT ENTITLED TO RECEIVE FAIR MARKET RENT FOR LINCOLN'S USE AND POSSESSION OF HER PROPERTY DURING THE TIME HE OCCUPIED IT UNDER THE CONTRACT?

The trial court erred as a matter of law in finding that the oral lease remained in effect after the Contract for Deed was executed, and further erred in holding that Pearl was not entitled to be paid fair market rent for Lincoln's use and occupation of her farm during the time he occupied the property under the Contract.

Holmes v. Couturier, 452 N.W.2d 135 (S.D. 1990)

Halvorson v. Birkland, 171 N.W.2d 77 (S.D. 1969)