

A. Whether the trial court abused its discretion in granting Poeppel's motion in limine regarding financial documents.

The trial court granted Poeppel's motion in limine which precluded Lester from offering any testimony or evidence as to the financial information he received prior to executing the purchase agreement, and that he was told he could not receive such financial information until after the purchase agreement was signed.

Relevant Case Law:

Sabbagh v. Professional and Businessmen's Life Insurance Company, 116 NW2d 513 (S.D. 1962)

Holmes v. Couturier, 452 NW2d 135 (SD 1990)

Engels v. Ranger Bar, Inc., 2000 SD 1, 604 NW2d 241

Ducheneaux v. Miller, 488 NW2d 902, (S.D. 1992)

B. Whether the trial court erred as a matter of law in concluding that the purchase agreement was not ambiguous.

The trial court concluded that the purchase agreement was unambiguous.

Relevant Case Law:

Pankratz v. Hoff, 2011 SD 69, 806 NW2d 231

Lillibridge v. Meade School District #46-1, 746 NW2d 424, (S.D. 2008)

In re Dissolution of Midnight Star Enterprises, Ltd., 2006 SD 98, 724 NW2d 334

Corporate Air v. Edwards Jet Center, 190 P3d 1111, Mont. 2008)

C. Whether the trial court erred in denying Lester's Motion to Amend and precluding any evidence of the "put" option.

The trial court denied Lester's Motion to Amend his Answer and refused any evidence pertaining to the "put" option as stated in the Second Amended and Restated Stock Holders' Agreement.

Relevant Case Law:

Burhenn v. Dennis Supply Company, 2004 SD 91, 685 NW2d 778

Dakota Cheese, Inc., v. Ford, 1999 SD 147, 603 NW2d 73

Beyer v. Cordell, 420 NW2d 767 (S.D. 1988)

Tesch v. Tesch, 399 NW2d 880 (S.D. 1987)

D. Whether the trial court's findings as to the calculation of damages are clearly erroneous.

The trial court found that Poeppel is entitled to a judgment against Lester in the amount of \$250,000, which puts Poeppel in a better position than he would have been had the purchase agreement closed.

Relevant Case Law:

Badwound v. Lakota Community Homes, Inc., 603 NW2d 723 (S.D. 1999)

Ducheneaux v. Miller, 488 NW2d 902, (S.D. 1992)

Lamar Advertising of South Dakota, Inc. v. Heavy Constructors, Inc., 2008 S.D. 10, 745 NW2d 371

Nelson v. WEB Water Development Association, Inc., 507 NW2d 691 (S.D. 1993)