

MISSOURI COURT OF APPEALS EASTERN DISTRICT
OPINION SUMMARY

CENTRAL STONE COMPANY,)	No. ED99480
)	
Plaintiff/Respondent)	Appeal from the Circuit Court
)	of Lewis County
vs.)	
)	
DANIEL WARNING,)	Hon. Rick R. Roberts
)	
Defendant/Appellant.)	FILED: November 5, 2013

Daniel Warning (“Tenant”) appeals from the judgment of the trial court awarding \$51,100 in damages to Central Stone Company (“Landlord”) on its breach of contract claim following a bench trial. Tenant contends that the trial court improperly considered parol evidence in construing the lease executed on May 3, 2010 (“May 2010 Lease”). In the alternative, Tenant argues that if the May 2010 Lease is ambiguous, the trial court failed to construe it against the drafting party, Landlord.

AFFIRMED.

NORTHERN DIVISION HOLDS: (1) The May 2010 Lease, which was executed on May 3, 2010, but effective January 1, 2010, and had a payment clause stating that the rent for each year of the lease was due on April 1, was ambiguous regarding the date that payment of rent was due for 2010. The trial court properly considered extrinsic evidence to determine the intent of the parties. (2) The trial court did not err by not construing the ambiguity of the May 2010 Lease against Landlord. Even if the May 2010 Lease were to be considered an adhesion contract, the only reasonable interpretations of the May 2010 Lease would still have required that the 2010 rent was due and payable by the time that Landlord sent the demand letter on April 13, 2011.

Opinion by: Clifford H. Ahrens, J. Robert M. Clayton III, C. J., and Gary M. Gaertner, Jr., J., concur.

Attorney for Appellant: Russell J. Kruse

Attorney for Respondent: James A. Hansen

**THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT.
IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND
SHOULD NOT BE QUOTED OR CITED.**