

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

COMPLETE TITLE OF CASE:

HAROLD L. LARUE,

Appellant

v.

LINDA ALCORN AND TRANS CENTRAL SUPPLIERS, INC.,

Respondents

DOCKET NUMBER WD74749

DATE: December 11, 2012

Appeal From:

Circuit Court of Pettis County, MO
The Honorable Robert Lawrence Koffman, Judge

Appellate Judges:

Division Four
James Edward Welsh, C.J., Mark D. Pfeiffer, J., and Deborah Daniels, Sp. J.

Attorneys:

Thomas Schneider, Columbia, MO Counsel for Appellant

Attorneys:

Mark Kempton, Sedalia, MO Counsel for Respondents

**MISSOURI APPELLATE COURT OPINION SUMMARY
MISSOURI COURT OF APPEALS, WESTERN DISTRICT**

**HAROLD L. LARUE, Appellant, v. LINDA ALCORN AND
TRANS CENTRAL SUPPLIERS, INC., Respondents**

WD74749

Pettis County

Before Division Four Judges: Welsh, C.J., Pfeiffer, J., and Daniels, Sp. J.

Harold L. LaRue appeals the circuit court’s judgment in favor of Linda Alcorn and Trans-Central Suppliers, Inc. (hereinafter and collectively “Respondents”). LaRue asserts that the court erred when: (1) it denied his request to dissolve Trans-Central Suppliers, Inc., (Trans-Central) pursuant to section 351.467, RSMo 2000, contending that the statute mandates dissolution and supersedes the corporate shareholder agreement, (2) it entered judgment in favor of Respondents and enforced the corporate shareholder buyout agreement, contending that the buyout provision was not triggered by the termination of LaRue’s employment because the corporation president had no authority to terminate LaRue, and, (3) it entered judgment for Respondents and concluded that his termination for improper competition was appropriate, contending that the *sua sponte* conclusion of the court was a misstatement or misapplication of the law and there was no substantial and competent evidence to support that LaRue engaged in “improper means” when he loaned money and furnished equipment to a competing company.

AFFIRMED.

Division Four holds:

(1) The circuit court did not err in failing to dissolve Trans-Central pursuant to section 351.467 and granting judgment in favor of Respondents. Section 351.467 is inapplicable as the Shareholder Agreement provides for continuing the business of the corporation under the circumstances in this case.

(2) The circuit court did not err in enforcing the buyout provision of the Shareholder Agreement. Alcorn, as president of the corporation, had the authority to terminate LaRue’s employment which triggered the buyout provision.

(3) The circuit court did not err in entering judgment for Respondents because it found LaRue’s termination lawful. As an at-will employee, LaRue was subject to termination with or without cause.

Opinion by James Edward Welsh, Chief Judge

December 11, 2012

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