

DEFENDANT'S CHARGE NO. 1

The Court charges the jury that you cannot find for the plaintiff under count one of his complaint.

~~Refuse~~
Sven,
Deputy. madison
judg.

DEFENDANT'S CHARGE NO. 2

The Court charges the jury that you cannot find
for the plaintiff under count two of his complaint.

Refused,
Debra J. Madeline
Judge

DEFENDANT'S CHARGE NO. 3

The Court charges the jury that you cannot find for the plaintiff and against the defendant under count one of the complaint.

Refused
Deputy. Washburn
judge.

DEFENDANT'S CHARGE NO. 4

The Court charges the jury that you cannot find for the plaintiff and against the defendant under count two of his complaint.

Refused,
Joseph J. MacLellan
Judge

DEFENDANT'S CHARGE NO. 5

The Court charges the jury that if you believe the evidence in this case you cannot find for the plaintiff under count one of his complaint.

Refused,
Jefair J. Mason
Judge

DEFENDANT'S CHARGE NO. 6

The Court charges the jury that if you believe the evidence in this case you cannot find for the plaintiff under count two of his complaint.

*Refused,
Jefus J. Washburn
judge.*

DEFENDANT'S CHARGE NO.

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The Court charges the jury that if you believe the evidence in this case you cannot find for the plaintiff and against the defendant under count one of the complaint.

Refused,
Jefair J. MacCubbin
Judge

DEFENDANT'S CHARGE NO. 8

The Court charges the jury that if you believe the evidence in this case you cannot find for the plaintiff and against the defendant under count two of his complaint.

*Refused,
Jefair J. Mason
Judge.*

DEFENDANT'S CHARGE NO. 9

The Court charges the jury that the burden of proof rests upon the plaintiff in this case to prove to your reasonable satisfaction from the evidence in this case the truth of each and every material averment of count one of his complaint.

*Refused,
Debra J. Marshall
Judge*

DEFENDANT'S CHARGE NO. 10

The Court charges the jury that the burden of proof rests upon the plaintiff in this case to prove to your reasonable satisfaction from all of the evidence in this case the truth of each and every material averment of count two of his complaint.

Siven,
Jeffrey M. Madson
Judge

DEFENDANT'S CHARGE NO. 11

The Court charges the jury that in determining the issues in this case and whether or not the plaintiff has met the burden which he has assumed by the allegations of the complaint, you are not permitted to base your conclusions upon facts or circumstances which rest purely in conjecture or speculation.

Signed,
Jefair J. Mallison
Judge

DEFENDANT'S CHARGE NO. 12

The Court charges the jury that if you must resort to speculation, conjecture or surmise as to the right of the plaintiff to recover under count one of his complaint, then the plaintiff has failed to meet the burden of proof assumed by the bringing of this action, and your verdict should be for the defendant under count one of the complaint.

*Refused,
Devin J. Washburn
Judge.*

DEFENDANT'S CHARGE NO. 12

The Court charges the jury that if you must resort to speculation, conjecture or surmise as to the right of the plaintiff to recover under count two of his complaint, then the plaintiff has failed to meet the burden of proof assumed by the bringing of this action and your verdict should be for the defendant under count two of the complaint.

Sven,
Jefair J. MacLuskey
Judge

DEFENDANT'S CHARGE NO. 14

The Court charges the jury that unless you are reasonably satisfied from all of the evidence in this case that there was a contract or an agreement by and between the plaintiff and H. E Younkens with respect to the sale of the Beach State Bank and that, in response and pursuant to that agreement, the plaintiff did procure a purchaser for the Beach State Bank, that is, that he was the efficient cause of bringing the minds of the purposed purchaser and the sellers of the Beach State Bank together, then you cannot find for the plaintiff under count two of his complaint.

Siven,
Dejour G. Washburn
judge

DEFENDANT'S CHARGE NO. 15

The Court charges the jury that unless you are reasonably satisfied from all of the evidence in this case that the plaintiff procured a purchaser who was ready, willing and able to buy the Beach State Bank, then you cannot find for the plaintiff under count two of the complaint. The Court further charges the jury that to be the procuring cause of this purchase, the plaintiff must have been the efficient cause of bringing the minds of Oscar Hyde, the purchaser, and the sellers of the Beach State Bank together.

*Sweeney,
Deputy J. Washburn
Judge.*

DEFENDANT'S CHARGE NO. 16

The Court charges the jury that if you are reasonably satisfied from all of the evidence in this case that H. E. Younkens had openly indicated to several persons including the plaintiff, the availability of the Beach State Bank for sale, and, if you are further reasonably satisfied from all of the evidence in this case that the said H. E. Younkens remained neutral as between all of these persons including the plaintiff in his dealings with them, then the Court charges you that absent some specific knowledge or notice that one or the other of said persons had procured a particular purchaser, the said H. E. Younkens is under no duty to determine which of said persons was the primary and moving cause of the purchase.

Refused,
Jeffrey G. Macleburn
Judge

DEFENDANT'S CHARGE NO. 17

The Court charges the jury that to be entitled to recover under count one of his complaint, the plaintiff must prove to your reasonable satisfaction from all of the evidence in this case that through his efforts a purchaser was procured for the Beach State Bank who was ready, willing and able to purchase the same, and that the plaintiff was the efficient cause of bringing the minds of the proposed purchaser and sellers of the Beach State Bank together.

*Refused,
Jefair J. Washburn
Judge.*

DEFENDANT'S CHARGE NO. 18

The Court charges the jury that to entitle the plaintiff to recover under count two of his complaint he must prove to your reasonable satisfaction from all of the evidence in this case that through his efforts a purchaser was procured for the Beach State Bank who was ready, willing and able to buy the same, and that the plaintiff was the efficient cause of bringing the minds of the purposed purchaser and sellers of the Beach State Bank together.

Gives,
Jefair J. Maddison
Judge

DEFENDANT'S CHARGE NO. 19

The Court charges the jury that unless you are reasonably satisfied from all of the evidence in this case that the plaintiff had an exclusive agreement to the exclusion of all others, with respect to the sale of the Beach State Bank, then you cannot find for the plaintiff under Count One of his complaint.

Refused
Deputy J. Washburn
Judge

The Court charges the jury that an owner, or one acting for him, may openly place the owner's property with as many brokers and finders as he desires, and is liable for a commission only to the first such broker or finder producing a purchaser ready and willing to buy, providing such owner, or the one he has authorized to make the sale for him, has remained neutral as between the other brokers and finders. If you are reasonably satisfied from the evidence in this case that the defendant Younkens was authorized to sell the majority stock of the Beach State Bank by the owner thereof, and that in the course of his attempting to do so, he advised a number of other brokers or finders of the availability of the majority of such stock for purchase, and that the defendant Younkens remained neutral as between such other brokers and finders, then, when a purchaser was produced by one of such brokers or finders, the defendant Younkens may participate in such sale and expect the commission promised by the owner without being called upon to arbitrate the conflicting claims of the finders or brokers who had been advised of the availability of such majority stock for sale.

Signed,
Jefair G. Maslbum
Judge.

DEFENDANT'S CHARGE NO. 31

The Court charges the jury that the plaintiff is not entitled to recover in this cause unless through his efforts, the majority stock of the Beach State Bank was sold to Oscar Hyde. The mere fact that the plaintiff suggested the possibility that Oscar Hyde could obtain financing for another prospective purchaser of such stock, does not in and of itself, amount to the producing of a bona fide purchaser for said stock, who is willing, ready and able to purchase said stock on the terms upon which it was offered for sale.

Unless the plaintiff has further reasonably satisfied you from other evidence in this case that he is entitled to recover, you cannot return a verdict for the plaintiff under Count Two of the complaint in this case.

*Refused,
DeFair J. Washburn
Judge.*

DEFENDANT'S CHARGE NUMBER 22

The Court charges the Jury that agency is based upon a contract relationship. A contract of agency, such as is claimed in this case, must arise from the mutual consent of the party claiming to be the principal and the party claimed to be the agent. The terms of the contract of agency must be sufficiently defined so as to be generally understood by each of the parties thereto and must be supported by mutual consideration, either paid or promised from each party to the other.

If the Jury is reasonably satisfied from the evidence that John Coopedge received no valuable consideration from the Plaintiff herein, for Plaintiff's claimed contract appointing John Coopedge as his agent, then, and in that event, the claimed contract of agency is null and void and you cannot return a verdict for the Plaintiff in this case.

Siven,
DeFair J. Mason
Judge

DEFENDANT'S CHARGE NUMBER

23

The Court charges the Jury that an agency relationship such as is claimed by the Plaintiff in this case to have existed between himself and John Coopedge is in law a contract relationship. A contract consists of terms and conditions which are sufficiently defined and certain as to be reasonably understood by each of the parties thereto and a valuable consideration given or promised by each of the parties thereto to each other.

The Court further charges the Jury that unless you are reasonably satisfied from the evidence in this case that such a contract relationship existed between the Plaintiff and John Coopedge at a time prior to the sale of the majority of the stock of the Beach State Bank, then you cannot find a verdict for the Plaintiff in this case.

~~in~~, Refused.
Sejour. Washburn
Judge.