

REQUESTED CHARGE FOR THE DEFENDANT, NORENE WHITE

CHARGE NUMBER THREE

The Court charges the Jury that a broker is entitled to receive a commission when he produces a purchaser ready, willing, and able to buy on the sellers terms, even though the sale is never consummated, unless the seller and broker have agreed to the contrary.

~~Edward J. Green~~
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REQUESTED CHARGE FOR THE DEFENDANT, NORENE WHITE

CHARGE NUMBER FOUR

The Court charges the Jury that where the owner of land enters into a contract of sale with the purchaser procured by a broker and accepts a payment on the purchase price with the condition that if the purchaser fails to make the subsequent payment he should forfeit the amount paid, he cannot, as against the broker, deny that the payment of the sum was equivalent to performance.

~~Refused~~ ~~Refused~~
Jury of Middlesex
Judge

PLAINTIFF'S REQUESTED CHARGE NUMBER 10

The Court charges the Jury that the terms "good title", "marketable title" and "perfect title" are indicative of the same character of title and require that the title be clear of encumbrances.

Johnson v. Malone, 252 Ala 609, 42 So.2d 505

Given
F. J. Marshall

PLAINTIFF'S REQUESTED CHARGE NUMBER 11

The Court charges the Jury that, if you are reasonably satisfied that the sellers could not furnish good and marketable title, as called for in the purchase agreement, then the buyer was entitled to rescind the contract and recover any earnest money deposited.

Blaxton v. J. L. Todd Auction Company, 281 Ala 621, 206 So.2d 867

Given
J. J. Marshall
judge

PLAINTIFF'S REQUESTED CHARGE NUMBER 13

The Court charges the Jury that good and marketable title requires that it be free from encumbrances.

Blaxton v. J. L. Todd Auction Company, 281 Ala 621, 206 So.2d 867

Wren
S. J. Marshall
Judge

PLAINTIFF'S REQUESTED CHARGE NUMBER 14

The Court charges the Jury that where no time of performance is expressed in a contract to sell real estate, the parties are entitled to a reasonable time in which to perform.

Smith v. Pope, 280 Ala 662, 197 So.2d 767

Witness
J. J. Mansel
Judge

PLAINTIFF'S REQUESTED CHARGE NUMBER 15

The Court charges the Jury that the necessary elements of a written contract for the sale of real property are parties, subject matter that is definite or that can be made definite, consideration indicated in writing, and promises to buy and sell.

King v. Scott, 217 Ala 511, 116 So. 681

*There
E. J. Marshall
Judge*