



REAL ESTATE UPDATE

By: Tom Olejniczak
tmo@lcojlaw.com

The year 2009 saw the reaffirmation and clarification of common real estate law contractual principles by Wisconsin's Appellate Courts.

In cases dealing with listing contracts and sales contracts, the courts upheld the rights of brokers to protect their commission for up to one year after the listing contract expired where the property is eventually sold to a "protected" buyer during that period. "Protected buyer" status extended to not only those persons whom the Broker notifies the Seller of in writing, but also to those persons with whom the Broker negotiated to acquire an interest in the property. (*Burkett & Assocs., Inc. Century 21 v. Teymer*).

The Appellate Courts also reaffirmed the Seller's right to seek specific performance of the contract, and require the Buyer to purchase the property, which option is granted in the Offer To Purchase and Acceptance document. (*Park LLC v. Alexander & Bishop Ltd.*).

Finally, the Supreme Court in *Osborne v. Dennison* narrowly read the provision in the WB-11 Offer to Purchase form to require the return of earnest money in the event a defaulted party wishes to sue for actual damages under the contract's terms.