

IN THE SUPREME COURT OF OHIO

SONDRA I. PEIRCE AND : CASE NO.: 2006-1817
FINNEY FARM PROPERTIES, :
 :
Appellants, : On Appeal From the Richland County
 : Court of Appeals, Fifth Appellate
 : District
vs. :
 :
J.C. MEYER COMPANY, INC., ET AL., : Court of Appeals Case Nos.:
 : 2005CA125 and 2005CA114
 :
Appellees. :

**MEMORANDUM IN OPPOSITION TO JURISDICTION OF
DANIEL L. SIEGENTHALER DBA SIEGENTHALER REALTY**

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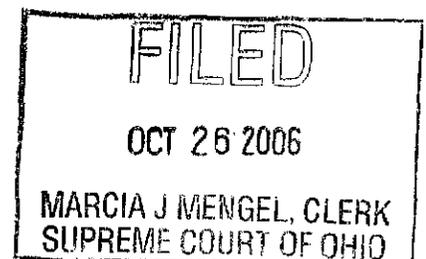


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PUBLIC AND GENERAL INTEREST STATEMENT

The issues presented by this case do not involve any issues of public or great general interest. Accordingly, it is respectfully submitted that this Court should decline jurisdiction to decide this case on the merits.

This case stems from Appellant, Sondra I. Peirce's, appeal from the decision of the Fifth District Court of Appeals which overruled her assignments of error from a decision of the Richland County Common Pleas Court granting summary judgment in favor of Appellee, Daniel L. Siegenthaler dba Siegenthaler Realty, and Appellee, J.C. Meyer Company, Inc. and Tiffany S. Meyer. The ruling granting summary judgment in favor of the Appellees involved dismissing Appellant's Complaint and awarding judgment in favor of the Appellees granting recovery for the commissions earned in the subject real estate transaction.

There is nothing novel or of great public interest found in the Court of Appeals' decision. It involves the routine application of the well settled principles and standards for summary judgment under Ohio Civ. R. 56(C). Contrary to the Appellant's assertions, the Court of Appeals properly construed all of the admissible evidence in a light most favorable to Appellant and determined that summary judgment in favor of the Appellees was appropriate against Appellant's allegations and in favor of the Appellees' claim for earned commissions. When reviewing a trial court's decision to grant summary judgment, an appellate court applies the same standard used by the trial court, Smiddy v. The Wedding Party, Inc. (1987), 30 Ohio St.3d 35. In other words, the Court of Appeals reviews the matter *de novo*, Parenti v. Goodyear Tire and Rubber Co. (1990), 66 Ohio App.3d 826. What the trial court and court of appeals did was apply well-established rules and law for determining whether or not summary judgment should be

granted. There is nothing new or of great public interest presented to this Court that would warrant this case being accepted on the merits.

The Appellant is not claiming that this case involves a constitutional question.

**ARGUMENT IN SUPPORT OF APPELLEE'S POSITION REGARDING
THE PROPOSITIONS OF LAW RAISED IN THE MEMORANDUM
IN SUPPORT OF JURISDICTION**

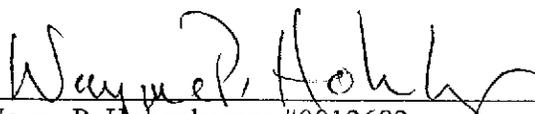
The Appellee, J.C. Meyer Company, Inc. and Tiffany S. Meyer (hereinafter collectively referred to as "Meyer"), was the procuring cause of securing a buyer who was ready, willing, and able to purchase Appellant's real property. This Appellee, Daniel L. Siegenthaler dba Siegenthaler Realty (hereinafter collectively referred to as "Siegenthaler"), represented potential purchasers of the real property which is the subject of this case. This Appellee entered into an agreement with Drs. Das and Dewald who were interested in purchasing the subject property. This Appellee made an offer on behalf of Drs. Das and Dewald to Appellee Meyer ultimately in the sum of \$400,000.00 without any contingencies. This Appellee had no direct communication with Appellant concerning the details of the offer. Ultimately and without question, the Appellant signed a purchase agreement for the sale of the subject property for the sum of \$400,000.00 without any contingencies. When a procuring broker secures a buyer ready, willing, and able to purchase real property, such broker(s) is entitled to a real estate commission. Scott v. Cravaack (1977), 53 Ohio App.2d 248. Once a ready, willing, and able buyer is produced, the principal must pay the commission; and such obligation is unconditional if the Appellant is the responsible party for non-compliance, Id. at 250. As this Court set forth in Bauman v. Worley (1957), 166 Ohio St.471, brokers are entitled to recover their respective commissions under equitable doctrine of procuring cause for producing a purchaser ready, willing, and able to buy the real property.

CONCLUSION

This case was decided in the trial court and in the court of appeals based upon the sound principles outlined in Ohio Civ. R. 56. The standards and requirements of this rule are well known and established. There is nothing new presented in this appeal that would warrant this Court's acceptance of this case on its merits since the ultimate decision would be that of reiterating what has already been established law.

Respectfully submitted.

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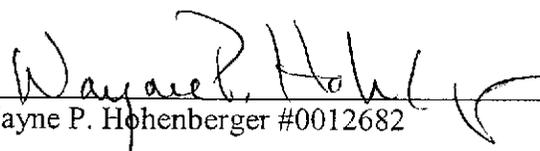
*Counsel for Appellee, Daniel L.
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing was served by regular U.S. Mail this 25th day of October, 2006 upon:

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