

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE
WESTERN DISTRICT OF WISCONSIN

GARY J. LARSON AND
CAROL W. LARSON,

Debtors

IN BANKRUPTCY

No. 80-00145

O. E. ALLEN REALTY, INC.,
a Wisconsin corporation,

Plaintiff,

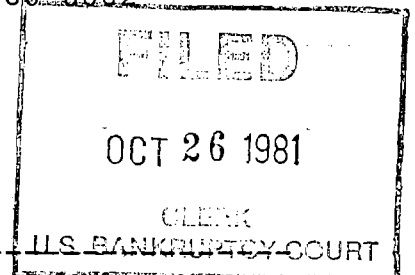
vs.

Adversary Proceeding

No. 80-0062

GARY LARSON, d/b/a G.J.'s
Real Estate, Ltd., f/d/b/a
G.J.'s Real Estate, G.J.'s
Real Estate, Ltd.

Defendant.



FINDINGS OF FACT,
CONCLUSIONS OF LAW and ORDER

At Eau Claire, in said district, this 26th day of
October, 1981.

The above named plaintiff having filed a complaint
herein for breach of contract and claiming default as a
fiduciary by the defendant, Gary Larson; and said defendant
having filed an answer; and a trial having been held; and
the Court having heard the witnesses, the position of the
respective parties, and having considered the briefs filed
herein, and being fully advised in the premises, FINDS:

1. That the plaintiff, O. E. Allen Realty, Inc., is
a duly licensed Wisconsin corporation having its principal
office and place of business at 411 Main Street, Rice Lake,
Wisconsin 54868, and is engaged in the real estate business.

2. That the defendant, Gary Larson, is a real estate
broker, doing business as G.J.'s Real Estate, Ltd., formerly
doing business as G.J.'s Real Estate, G.J.'s Real Estate, Ltd.,
and is the principal stockholder in said corporations.

3. That said corporations were duly organized under
the laws of the State of Wisconsin and their principal place

of business was the same address as that of the defendant, Gary Larson.

4. That on August 2, 1977, the plaintiff and defendant entered into a written agreement to co-broker the sale of the TePoel farm on which the defendant, Gary Larson, had a real estate listing at the time of the agreement to co-broker.

5. That the plaintiff introduced to the defendant, Gary Larson, one Betty Roe from Illinois to whom the farm was later sold through a trade and exchange and sale transaction.

6. That following the introduction of the buyer to the defendant, Gary Larson, the plaintiff on several occasions assisted in the negotiation of the sale to the said Betty Roe.

7. That the commission on the sale to Betty Roe was \$59,800.00, which was received by the defendant, Gary Larson, and that he did not pay to said plaintiff the fifty percent portion of the fee agreed to on August 2, 1977, and which agreement is described in Exhibit 1 on file herein.

8. That paragraph 11 of the plaintiff's complaint as to the allegations of fraud, defendant's intentional misleading of the plaintiff and his intention not to split the co-brokerage commission are not proven or established.

9. That the relationship between the parties is that of debtor and creditor.

10. That said debt is dischargeable under the Bankruptcy Code.

CONCLUSIONS OF LAW

That an order be entered determining the said debt to be dischargeable and dismissing the plaintiff's complaint herein.

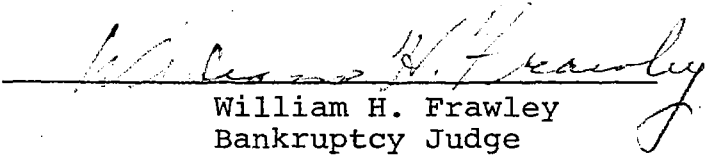
O R D E R

NOW, THEREFORE, IT IS ORDERED:

1. That the debt of the defendant to the plaintiff in the sum of \$29,900.00 is hereby determined to be dischargeable under the Bankruptcy Code in these proceedings.

2. That the plaintiff's complaint be dismissed upon the merits without costs to either party.

BY THE COURT:



William H. Frawley
Bankruptcy Judge