

PROCURING CAUSE

According to *Black's Law Dictionary*: Procuring Cause is "a series of events which, without break in their continuity, result in accomplishment of the prime objective".

NATIONAL ASSOCIATION OF REALTORS® guidelines directs that arbitrators shall consider the whole course of conduct of the Parties on behalf of the client as to the authorization for, and faithful exercise of agency or sub-agency, as well as fairness to all Parties. They may consider the following questions and factors.

1. Who is the Listing Agent?
2. Was there a written Listing Agreement between the seller and the agent?
3. Who first introduced the Purchaser to the property? How?
4. Did the "first" introduction to the property actually originate "an uninterrupted series of events leading to the objective of the transaction?"
5. Was the series of events originated by the first introduction to the property hindered at any point for cause, such as abandonment or estrangement of the purchaser by the agent?
6. Was there a faithful exercise of Agency on the part of the agent making the first introduction of the property to the purchaser, or conversely, was there fault or deficiency on the part of the agent?
7. How did a second Agent enter the transaction?
8. Was the second Agent aware of the prior introduction of the property and /or negotiation on the property with the purchaser by the first Agent?
9. What did he/she do to serve the interest of the purchaser and yet be fair to all Parties avoiding action inconsistent with agency of the other Agent?
10. Was the entry of the second Agent into the transaction an intrusion upon Agency or was it an innocent exercise of the Agency in the interest and pursuit of the purchaser?
11. Did the second Agent, by the second introduction, start a separate series of events, which were not dependent upon the first introduction and/or negotiation on the property, with this series of events leading to the successful objectives of the transaction?

The preceding questions or factors to be considered are typical of, but are not all inclusive of questions to be considered by the Arbitrators.