

IN THE COURT OF APPEALS OF TENNESSEE  
AT JACKSON  
March 23, 2011 Session

**CRYE-LEIKE, INC. v. SARAH A. CARVER**

**Direct Appeal from the Chancery Court for Shelby County  
No. CH-08-0122-2     Arnold B. Goldin, Chancellor**

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**No. W2010-01601-COA-R3-CV - Filed May 26, 2011**

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**SEPARATE CONCURRENCE**

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I concur in the majority opinion in this case, but write separately to emphasize that the Court's interpretation of the term "shown" in the Agreement is limited to the facts and the proof in this case. Given the evolving importance in the real estate market of the realtor's online presentation of property and the fact that properties are sometimes purchased by buyers who never view the property in person, with different proof, the term "shown" could be given a more expansive interpretation. However, with the proof submitted to the trial court and no contractual definition of the term "shown," I agree with the majority's result and reasoning.

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**HOLLY M. KIRBY, JUDGE**