

MARKS & WEINBERG, P.C.

Pacific Leasing v. Eubanks & Eubanks v. Colonial

757 So.2d 437 (Ala.App. 1999)

Good news and bad news for the Lessor: Language of the Lease did not permit introduction of evidence regarding alleged oral representations that the Lessee could terminate the Lease early.

However, the Lessee's fraud claims were not covered by the Lessee's indemnity because the court did not deem these claims to be litigation "with respect to" the Lease. This decision argues in favor of broadening the language of the general indemnity to include any allegation by the Lessee of fraud or misrepresentation by the Lessor

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