

NOT FINAL UNTIL TIME EXPIRES  
TO FILE REHEARING MOTION  
AND, IF FILED, DISPOSED OF.

IN THE DISTRICT COURT OF APPEAL  
OF FLORIDA  
THIRD DISTRICT  
JULY TERM, A.D. 2001

MARIE FLORENCE B. CORDON,

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Appellant,

\*\*

vs.

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CASE NO. 3D01-319

LA GRANDE PROPERTIES, INC.,  
a Florida corporation, and  
RAUL VERA a/k/a PAUL VERA,  
an individual,

\*\*

LOWER  
TRIBUNAL NO. 00-20120

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\*\*

Appellees.

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Opinion filed December 5, 2001.

An Appeal from the Circuit Court for Dade County, Amy Dean,  
Judge.

J. Wil Morris, for appellant.

Rasco, Reininger & Perez and Paul Haralson, for appellees.

Before SCHWARTZ, C.J., and GREEN and SHEVIN, JJ.

PER CURIAM.

The plaintiff buyer appeals from a final order dismissing a  
complaint for the return of her deposit in a failed real estate  
transaction. The apparent basis of the ruling was that the  
plaintiff had not given timely written notice of cancellation as

the terms of the agreement arguably required.

We reverse as to the seller-deposit holder, La Grande Properties, Inc., because the complaint--perhaps unnecessarily--contained adequate allegations that the requirement in question had been waived by the actions of the seller. See *Torres v. K-Site 500 Assocs.*, 632 So. 2d 110 (Fla. 3d DCA 1994); *American Somax Ventures v. Touma*, 547 So. 2d 1266 (Fla. 4th DCA 1989).<sup>1</sup> The case is remanded for appropriate determination of the claim against La Grande on the merits.

As to the individual defendant, Raul Vera, the principal of La Grande, however, we agree that no allegation sufficient to pierce the corporate veil has been, or could be made. See *Dania Jai-Alai Palace, Inc. v. Sykes*, 450 So. 2d 1114 (Fla. 1984). Accordingly, the judgment in his favor is affirmed.

Affirmed in part; reversed in part.

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<sup>1</sup> The order granting attorney's fees is likewise reversed.