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BLOGS
Contracts

Court Grants Summary Judgment to Automobile Manufacturer on Dealer's Breach of Contract Claim

In *Landreth, Inc. v. Mazda Motors of Am., Inc.*, 2010 U.S. Dist. LEXIS 108080 (S.D. Ind. Oct. 7, 2010), the plaintiff Mazda dealer sued Mazda Motors of America alleging that the manufacturer had broken its promise to award plaintiff an additional dealership. The plaintiff admitted that Mazda had not entered into a written agreement to grant it an additional dealership, but contended that Mazda's representatives had told the plaintiff that it would receive a new dealership when the opportunity arose. Mazda moved for summary judgment on that claim, arguing that no contract could exist in the absence of a writing.

The court agreed and granted Mazda's motion. The court found that the plaintiff had not presented any proof that the parties entered into an enforceable contract concerning the dealership. While the plaintiff presented evidence of numerous discussions about the possibility of the plaintiff taking over a dealership, it failed to present any proof that those discussions led to a final agreement. The court concluded that the evidence did not show a binding promise had been made or that the parties had agreed on any material terms.