

STATE OF MAINE
PENOBSCOT, SS.

DONALD L. CARBRECHT
LAW LIBRARY

SUPERIOR COURT
Docket No. CV-01-182

OCT 15 2003

AM.M - PL - 10/15/03

COUNTY TRUCK, INC.,)
Plaintiff,)
)
)
v.)
)
)
MAINE MACK, INC.,)
Defendant.)

DECISION AND JUDGMENT

FILED & ENTERED
SUPERIOR COURT
OCT 08 2003
PENOBSCOT COUNTY

Hearing had: October 1, 2003

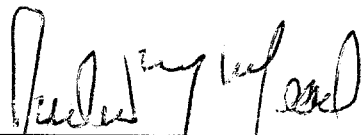
Michael Bartlett is a principal owner of County Truck, Inc., a Maine corporation with a place of business at Ashland. On or about October 1, 1987, the parties entered into a contract whereby Plaintiff would purchase truck parts from the Defendant at dealer cost and sell them at retail cost to Plaintiff's customers. The contract was a productive and lucrative one for the Plaintiff. Sale of Defendant's parts constituted the vast majority of Plaintiff's business.

The contract included a clause which permitted a rather abrupt termination of the relationship between the parties - either could void the agreement upon fifteen days to the other. On July 27, 2001, Defendant notified Plaintiff of the immediate cancellation of the contract. Although the letter purported to terminate the contract immediately, as a matter of law, the contract remained in effect until fifteen days following the notification.

Bartlett was justifiably displeased with this sharp business practice, but understood that the parties' relationship was coming to a conclusion and started a dialogue regarding the contractual provisions for repurchase of inventory. The repurchase never came to fruition - each party faults the other for failing to follow through. In any event, as a result of mistrust of the Defendant, Plaintiff failed to aggressively pursue the repurchase option and still has a fair amount of inventory in stock.

Upon these facts, the court cannot find that the Defendant committed a material breach of contract which would justify the award of damages by the court. Accordingly, the court renders judgment in favor of the Defendant on the Complaint. Defendant voluntarily withdrew the Counterclaim at trial. The court declines to award costs. The Clerk may incorporate this Decision and Judgment by reference.

Dated: October 3, 2003



JUSTICE, MAINE SUPERIOR COURT

Date Filed 9/24/01

Penobscot
County

Docket No. CV-2001-182

Action Civil - Contract

COUNTERCLAIM

ASSIGNED TO JUSTICE ANDREW M. MEAD

COUNTY TRUCK, INC.

vs. MAINE MACK, INC.

Plaintiff's Attorney

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BY: C. Peter Bos, Esq.

Defendant's Attorney

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Portland, ME. 04112-9546
By: Timothy J. Bryant, Esq.

Date of
Entry

9/24/01	Complaint filed. Exhibit A attached.
9/24/01	Case File Notice Postcard forwarded to Plaintiff's Counsel.
10/2/01	Officer's Return of Service on Defendant filed. (s.d. 9/27/01 to Harold Puchior)
10/16/01	Answer to Plaintiff's Complaint filed. Counterclaim filed.
10/18/01	Scheduling Order (M.R.Civ.P. 16(a) filed. The entry will be: Scheduling Order filed. Discovery deadline is July 1, 2002. (Mead, J.) Copy forwarded to all attorneys of record.
10/19/01	Answer to Counterclaim filed by Plaintiff.

**Continued
In Mejis**