

MARKS & WEINBERG, P.C.

Central Massachusetts Television, Inc. v. Amplicon, Inc.

930 F.Supp. 16, (Mass., 1996)

Lessee brought a breach of contract action against lessor claiming that lessee had an enforceable agreement that enabled it to purchase the equipment at the end of the lease term. The alleged agreement was based on communications prior to the lease and the lease did not contain a similar provision.

The court held that under California's parol evidence rule, this alleged purchase option was inadmissible to explain the meaning of the written lease. Further, the court granted summary judgment in favor of the lessor on his counter-claim that the lessee breached the lease when he stopped making payments even though the lease had been automatically renewed as a result of lessee's failure to give notice in accordance with the lease.

Marks & Weinberg, PC is a law firm with significant experience in dealing with virtually every type of equipment and facility lease financing. The lawyers of the firm have participated in leasing financings for more than a billion dollars of equipment and are recognized throughout the industry. If you would like more cases or articles on leasing, or have any questions or comments about this Article or other leasing issues, please visit leaselawyer.com or contact Barry Marks at 205.251.8303 or Ken Weinberg at 205.251.8307.

