

MARKS & WEINBERG, P.C.

Great America Leasing Corporation v. Cozzi Iron & Metal, Inc.

76 F. Supp. 875 (N.D. Ill. 1999)

“If [the plaintiff’s] salespeople misrepresented the terms of the deal, as I must assume they did, they were less than straightforward. But in taking their easily verified word for it, [the defendant] was less than smart. ‘Who are you gonna believe, me or your own eyes?’ Groucho Marx once cracked. When a party doesn’t even use his eyes but believes Groucho, that is not fraud under the Illinois Consumer Fraud Act.” Such was the opinion of Judge Bucklo after reviewing the motions of the parties. These motions were filed in a case involving an alleged breach of contract. The defendant, through a series of ten leases, leased more copying equipment than it could actually use. The plaintiff filed suit seeking damages for the monies it believed it was due under these leases. The defendant asserted several affirmative defenses, including unconscionability, and counterclaims for common-law fraud and statutory fraud. The court refused to grant any of the defendant’s motions holding that a failure to read a contract, especially ones which, in this case, were only two pages long, will not entitle a party to seek an interpretation of that contract which is contrary to its plain terms. Thus, the court granted the plaintiff’s motion to dismiss the affirmative defenses as well as the defendant’s counter claims.

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