

MARKS & WEINBERG, P.C.

Vision Graphics v. E.I. Du Pont De Nemours & Company

41 F.Supp.2nd 93 (D. Mass. 1999)

Lessee threw the kitchen sink at Lessor, only to lose on all counts. Lessor's contract included a valid choice of law provision, integration (no oral representation) clause and warranty disclaimer. The court refused to grant the Lessor's Motion for Summary Judgment, however, regarding certain admissible representations and violation of applicable laws regarding deceptive trade practices and held that the trial would go forward on these issues. The message: Even when you have a strong contract, it is necessary to keep a good file as to what was or was not said and what activities took place in connection with marketing the lease.

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