

A solid yellow right-angled triangle pointing towards the top-left corner.

## BLOGS

### Terminations

# Alleged Promises of Perpetual Distributorship Held Too Vague to Be Enforceable

Boar's Head Provisions, a producer of meats and cheeses, terminated its Minnesota distributor, Minnesota Deli Provisions, after a six-year relationship. The parties did not commit their agreement to writing. Minnesota Deli responded to the termination by filing suit, claiming that the parties agreed that Minnesota Deli would only be terminated if it failed to perform adequately. In *Minnesota Deli Provisions, Inc. v. Boar's Head Provisions Co., Inc.*, 2008 WL 4527770 (D. Minn. Sept. 30, 2008), the court granted summary judgment for Boar's Head on all of Minnesota Deli's claims, including breach of contract, breach of the implied covenant of good faith and fair dealing, promissory estoppel, and tortious interference with prospective economic relations.

To support its claims, Minnesota Deli pointed to statements that it would "be the distributor in the State of Minnesota" and that Minnesota was "[its] to grow." The court held that these vague "statements of encouragement" did not touch directly on termination and were insufficient to restrict the right to terminate. The court also rejected the dealer's claim that Boar's Head's actions constituted tortious interference with Minnesota Deli's customers. Boar's Head's policy manual expressly reserved its "right to make all judgments, in its sole discretion, as to where and by whom its products will be sold." The court concluded that "the relationships that Boar's Head allegedly interfered with were built in large part on sales of Boar's Head's products. In those circumstances, Boar's Head's exercise of rights expressly reserved in its Sales Policy in managing the sales of its own products [do] not constitute interference."