

# **Bond Case Briefs**

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## **CONTRACTS - GEORGIA**

### **Fowler Office Park, LLC v. Greenprints Alliance, Inc.**

**Court of Appeals of Georgia - October 20, 2023 - S.E.2d - 2023 WL 6936392**

High bidder for real estate brought action against Department of Transportation (DOT) for breach of sales contract and against corporation, city, city employee, and city's economic development director who was also member of corporation's board to recover for tortious interference with business relations.

The Superior Court entered summary judgment in favor of city, employee, corporation, and board member. Bidder appealed.

The Court of Appeals held that:

- Bidder's actions after contract was formed did not constitute a counter-offer showing the lack of a meeting of the minds;
- Factual issue as to whether DOT had abandoned sale after sending revised quitclaim deed to bidder precluded summary judgment; and
- Corporation did not engage in tortious interference with business relations.

High bidder's actions in sending a revised copy of unsigned quitclaim deed back to Department of Transportation (DOT) after bidder had received written notice of bid acceptance and binding contract was already in existence did not constitute a counter-offer showing the lack of a meeting of the minds.

Genuine issues of material fact as to whether Department of Transportation (DOT) had abandoned sale of land after sending revised quitclaim deed to high bidder precluded summary judgment in bidder's suit alleging breach of contract and tortious interference with business relations by corporation, city, city employee, and city's economic development director who was also member of corporation's board.

Corporation did not engage in tortious interference with business relations between Department of Transportation (DOT) and high bidder for real property when board member communicated with DOT and others about possibility of canceling the bid or altering terms of quitclaim deed; member acted solely in official capacity as city's economic development director, did not take any action on behalf of or at direction of corporation regarding the property or bidder's attempt to purchase it, and did not contact anyone at DOT about sale on behalf of corporation, and corporation never authorized or directed member to communicate with anyone about the property or to take any action to interfere with the sale of it.