

*In re MZ Ventures (MZ Ventures of Northwest Florida, LLC v. Victoria of Northwest Florida, Inc.)*, Adv. No. 03-80024 PNS, July 31, 2009

- Plaintiff filed its complaint for specific performance, breach of contract, breach of implied covenant of good faith and fair dealing and fraudulent transfer related to a December 2001 contract to purchase land. The contract contained a condition precedent that required the defendant's attorney to approve an operating agreement called for by the contract. Plaintiff alleged that the defendant refused to submit the drafts of the operating agreement to his attorney and therefore waived the condition precedent. In addition, the plaintiff claimed that the defendant's principal revived the contract by accepting funds from another project as the earnest money for the contract. The defendant argued that the contract failed because the plaintiff did not pay the earnest money deposit required and the parties were not able to agree on an operating agreement.
- *Holding*: The Court held that there was no enforceable contract because the plaintiff did not pay the earnest money deposit before the date specified in the contract and the condition precedent concerning the operating agreement was not met. The Court also held that the contract was not revived by the funds paid to the defendant's principal in April 2002.

*In re Mineola Water Corporation*, Case No. 08-13158 February 18, 2009

- Creditor filed a motion to extend the bar date to allow her to file a claim, and also asserted that a notice of appearance by counsel, a notice of deposition and a previous motion to extend the bar date constituted an informal proof of claim.
- *Holding*: The Court denied the motion to extend the bar date and found that the documents at issue were not an informal proof of claim.

*In re Jay Morris*, Case No. 04-12209 July 31, 2009 (Joint Opinion)

- Debtors filed a motion for entry and issuance of discharge based on the payment of sixty plan payments under the Debtors' confirmed plan. Trustee contended that only payments made after plan confirmation were counted as payments under the 60 month plan.
- *Holding*: The Court followed the majority of courts as outlined in *In re Musselman*, 341 B.R. 652 (Bankr. N.D. Ind. 2005) that the duration of the plan should be calculated from the commencement of the payments to the trustee. Therefore, the Debtors were entitled to discharge.
- In a subsequent ruling, the Court held that this order would apply to cases filed on August 1, 2009 and thereafter, and could be applied to cases filed before that date for cause shown.