

Duty of Good Faith, Tortious Interference, and Statutes of Limitation

A new Seventh Circuit Court of Appeals case demonstrates the importance of filing suit in a timely manner in order to retain one's contractual rights, writes Myanna Dellinger in **ContractsProf Blog**. It also shows just how nasty contractual parties may act towards each other in violation of the duty of good faith and fair dealing.

The article details the case in which JTE distributed products in Chicago for Bimbo Foods Bakeries Distribution Company for over a decade. The contract had no duration, but stipulated that it could be terminated in cases of non-curable breaches by one of the parties.

Bimbo allegedly did not meet the standard of good faith because, according to JTE, Bimbo "began fabricating curable breaches." However, because the four-year statute of limitations had run, JTE could still not have asserted that argument, the court found.

Read the article.