

Duty to Negotiate in Good Faith: Much Ado About Nothing?

□Much ado has been made over a North Carolina court's ruling this past summer in RREF BB Acquisitions, LLC v. MAS Properties, LLC, 2015 NCBC 58, recognizing a cause of action for so-called "duty to negotiate in good faith," writes **Richard A. Prosser** of **Poyner Spruill**.

"Undoubtedly, this is a noteworthy development in the law of contracts and a caveat for practitioners and their business clients," he explains. "A closer consideration, however, reveals that the claim may not be as novel as it appears at first blush and the risk of unintended liability perhaps not as significant."

He lists four relevant points for consideration.

Read the article.