OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

TNT AMUSEMENTS, INC.,	)	No. ED108209
	)	
Appellant,	)	Appeal from the Circuit Court
	)	of St. Louis County
vs.	)	
	)	Honorable Joseph S. Dueker
BFC ENTERPRISES, INC. and	)	
BNS&C, LLC,	)	
	)	
Respondents.	)	Filed: May 19, 2020

The plaintiff, TNT Amusements, Inc. d/b/a Play-Mor Coin Op, appeals the judgment entered by the Circuit Court of St. Louis County in favor of the defendants, BFC Enterprises, Inc. and BNS&C, LLC d/b/a Murphy's Bar & Grill ("Murphy's") in this action for tortious interference with a contract, breach of contract, and related claims. The trial court granted BFC's motion for partial summary judgment along with BFC's and Murphy's joint motion for judgment on the pleadings, which the court treated as a motion for summary judgment under Supreme Court Rule 55.27(b).

AFFIRMED.

DIVISION THREE HOLDS: We conclude that Murphy's notice of nonrenewal of its equipment lease with TNT was not untimely, and therefore, did not result in a breach of its contract with TNT. To find a breach as urged by TNT would require us to interpret the renewal term in the parties' lease in a way that would lead to an illogical, unreasonable, and absurd result. Similarly, BFC cannot be determined to have tortiously interfered with the TNT-Murphy's contract by causing or inducing a breach of contract when no breach occurred. Therefore, we affirm the trial court's grant of summary judgment in favor of the defendants.

Opinion by: Angela T. Quigless, J. Mary K. Hoff, P.J. and Sherri B. Sullivan, J., concur.

Attorneys for Appellant: Elkin L. Kistner, Sean M. Elam, and William E. Kistner

Attorney for Respondent BFC Enterprises, Inc.: Paul J. Puricelli

Attorney for Respondent BNS&C, LLC: Gary M. Siegel

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