# CAPTION: BRENDAMOUR V. THE CITY OF THE VILLAGE OF INDIAN HILL

**12-29-22**

APPEAL NOS.: C-210504

C-210516

C-210517

TRIAL NO.: B-1705623

KEY WORDS: CIV.R. 12(B)(6) — CONTRACTS — IMPLIED DUTY OF GOOD FAITH

SUMMARY:

The trial court properly dismissed plaintiffs-residents’ breach-of-contract claim against defendant-village because plaintiffs-residents did not allege the breach of an express contractual provision, necessary to recover for breach of the duty of good faith and fair dealing.

The trial court erred by dismissing a breach-of-contract counterclaim brought by intervening defendants/third-party plaintiffs against plaintiffs-residents, who allegedly challenged an application for the construction of a neighboring house in zoning proceedings “on the basis of inadequate lot frontage,” a ground prohibited by a future-disputes provision in a contract that plaintiffs-residents entered into with intervening defendants/third-party plaintiffs’ predecessor-in-interest, because the allegations and the contract did not on their face show an insurmountable bar to relief.

JUDGMENT: REVERSED IN C-210504; AFFIRMED IN C-210516; APPEAL DISMISSED IN C-210517

JUDGES: OPINION by BOCK, J.; BERGERON, P.J., and CROUSE, J., CONCUR.