

VOX2, Inc. Wins Summary Judgment in Breach of Contract Action

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Hale and Dorr litigators recently won summary judgment on behalf of VOX2, Inc. in a breach of contract action brought by Beals and Thomas. Beals and Thomas was the primary lessee of a property owned by Westboro Two Limited Partnership which VOX2 intended to sublease. On July 30, 1999, VOX2 executed and delivered to Beals and Thomas a proposed sublease for the property which was expressly conditioned on the receipt of the landlord's consent to the terms of the sublease. Between July 30 and August 13, 1999, unbeknownst to VOX2, Beals and Thomas and the landlord negotiated a separate document, entitled "Consent to Sublease." This document was never reviewed or signed by any representative of VOX2 and contained conditions and obligations that differed from those set out in the sublease that VOX2 signed. VOX2 argued that the sublease's condition precedent was not fulfilled and also contended that the contract was unenforceable because it contained unilateral modifications, constituting a mere counteroffer, which VOX2 did not accept. Beals and Thomas argued that the condition precedent was satisfied by the separate Consent to Sublease signed by the landlord, or, alternatively by the landlord's concealed signature provided on a non-delivered copy of the sublease. Judge Fahey agreed with VOX2 and held that the sublease's "unambiguous condition precedent was not satisfied."

[Michael Bongiorno](#), Mary Strother, and [Michael Summersgill](#) represented VOX2 in the case.