

Copley Distributors, Inc., Charles Fradin, Inc. and C & C Distributors, Inc. v. Anheuser-Busch, Inc., Inbev U.S.A., Llc, Inbev Nv/Sa And Mclaughlin & Moran, Inc., No. 07-0703 (June 12, 2007)

Before the Court was the motion of Defendant McLaughlin & Moran, Inc. (Moran), pursuant to Super. R. Civ. P. Rule 12(b)(6), to dismiss Counts X and XII of Plaintiff C&C Distributors, Inc.'s complaint for failure to state a claim upon which relief may be granted. C&C alleges that Moran tortiously interfered with its contract for the exclusive distribution of the Bass Ale brand of beer in Rhode Island by "accepting" the distribution rights from the supplier.

The Court found that Count XII of C&C's complaint did not state a claim for tortious interference because merely "accepting" a subsequent contract was not an act of interference which caused harm to the plaintiff, even if Moran knew that its acceptance was inconsistent with the prior contract held by C&C. As to the declaratory judgment sought by C&C in Count X, the Court denied the motion to dismiss. If successful, C&C's claims based upon the Beer Industry Fair Dealing Law, G.L. 1956 § 3-13-1 et seq., were such that Moran's supplier could be precluded from selling the Bass Ale brand to Moran. Such a result would necessarily affect Moran's rights, and therefore, it cannot be said that no relief could be granted against Moran on Count X.