

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
SECOND JUDICIAL DEPARTMENT

Bent v. St. John's Univ., N.Y.

2020 NY Slip Op 07343 (App. Div. 2020) · No. 2019-11138 · Decided December 9, 2020

SUMMARY

The New York Appellate Division, Second Department affirmed summary judgment dismissing a former university trustee's claims concerning alleged perpetual naming rights to a university building. The court held that the alleged oral agreement was barred by the statute of frauds and rejected related claims for breach of the implied covenant, promissory estoppel, unjust enrichment, and quantum meruit. It also held that retaining the plaintiff's \$500,000 donation was not against equity and good conscience because the building continued to bear the name Bent Hall.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
WRITING FOR THE COURT	Alan D. Scheinkman, P.J.; Mark C. Dillon, J.; Hector D. LaSalle, J.; Linda Christopher, J.
JURISDICTION	New York
DECIDED	December 9, 2020
DOCKET	2019-11138
DISPOSITION	affirmed
PROCEDURAL POSTURE	The plaintiff appealed from an order granting the defendant's converted motion for summary judgment dismissing the complaint and denying the plaintiff's cross motion for summary judgment on liability concerning the unjust-enrichment and quantum-meruit claims.
STANDARD OF REVIEW	Summary judgment is proper where the movant establishes prima facie entitlement to judgment as a matter of law and the opposing party fails to raise a triable issue of fact.
PRECEDENTIAL VALUE	Published intermediate appellate opinion; precedential under New York law.
PARTIES	Bruce R. Bent v. St. John's University, New York

TOPICS

statute of frauds

summary judgment

unjust enrichment

quantum meruit

promissory estoppel

PRACTICE AREAS

contracts

civil procedure

equitable remedies

appellate procedure

QUESTIONS PRESENTED

1. Whether the alleged 1981 oral agreement for perpetual naming rights was unenforceable under the statute of frauds.
2. Whether the defendant's written proposals from 2016 satisfied the statute of frauds by documenting the alleged oral agreement.
3. Whether the plaintiff could recover for breach of the implied covenant of good faith and fair dealing when the alleged underlying contract was unenforceable.
4. Whether promissory estoppel could avoid application of the statute of frauds absent proof of unconscionable injury.
5. Whether unjust enrichment or quantum meruit could be used to circumvent the statute of frauds and require repayment of the donation.

HOLDINGS

1. The alleged oral agreement granting perpetual naming rights could not be performed within one year and therefore fell within the statute of frauds. The defendant was entitled to summary judgment dismissing the breach-of-contract claim.
2. The four 2016 written proposals did not satisfy the statute of frauds because they did not describe the alleged oral agreement or its consideration and were not signed by either the plaintiff or a representative of the defendant.
3. A plaintiff cannot maintain a claim for breach of the implied covenant of good faith and fair dealing when no valid contract exists to support the implied contractual obligation.
4. Promissory estoppel did not permit recovery because the plaintiff failed to show unconscionable injury that would justify preventing application of the statute of frauds.
5. The plaintiff could not recover in unjust enrichment or quantum meruit to circumvent the statute of frauds, and the defendant's retention of the \$500,000 donation was not contrary to equity and good conscience.

KEY QUOTATIONS

“The statute of frauds bars oral agreements which, by their terms, cannot be performed within one year from their making unless there is some note or memorandum in writing, subscribed by the party to be charged therewith” (at 2)

“where there is no valid contract, no basis exists to assert the implied contractual claim” (at 2)

“A plaintiff may not assert a cause of action sounding in unjust enrichment or quantum meruit to circumvent the statute of frauds” (at 2)

FACTUAL BACKGROUND

Bruce R. Bent alleged that in 1981 St. John's University orally agreed to give him perpetual naming rights to the building housing its College of Business Administration in exchange for substantial monetary contributions to the university's endowment. The building was erected in 1981 and named Bent Hall, and Bent's name remained on the building for 35 years. After a 2016 renovation, his name no longer appeared at the main entrance, although it remained at two corners of the building and on campus directional signage, while the college had been renamed the Peter J. Tobin College of Business.

PROCEDURAL HISTORY

Bent commenced an action alleging, among other claims, breach of an alleged 1981 oral agreement granting him perpetual naming rights to a university building in exchange for substantial payments to the university's endowment. The Supreme Court, Queens County, converted the defendant's CPLR 3211(a) motion to dismiss into a motion for summary judgment under CPLR 3211(c), then granted summary judgment dismissing the complaint and denied Bent's cross motion. The Appellate Division affirmed.

DISPOSITION

affirmed

CASES CITED

- William J. Jenack Estate Appraisers & Auctioneers, Inc. v. Rabizadeh, 22 N.Y.3d 470, 477 (2013)
- Post Hill, LLC v. E. Tetz & Sons, Inc., 122 A.D.3d 1126, 1127 (N.Y. App. Div. 2014)
- Melwani v. Jain, 281 A.D.2d 276, 276-277 (N.Y. App. Div. 2001)
- Montgomery v. Futuristic Foods, 66 A.D.2d 64, 65-66 (N.Y. App. Div. 1979)
- 443 Jefferson Holdings, LLC v. Sosa, 174 A.D.3d 486, 487-488 (N.Y. App. Div. 2019)
- Kim v. Francis, 184 A.D.3d 413, 414 (N.Y. App. Div. 2020)
- American-European Art Assoc. v. Trend Galleries, 227 A.D.2d 170, 171 (N.Y. App. Div. 1996)
- Deerin v. Ocean Rich Foods, LLC, 158 A.D.3d 603, 606 (N.Y. App. Div. 2018)
- Rock v. Rock, 100 A.D.3d 614, 616 (N.Y. App. Div. 2012)
- Schwartz v. Miltz, 77 A.D.3d 723, 724 (N.Y. App. Div. 2010)
- Bennett v. State Farm Fire & Cas. Co., 181 A.D.3d 777, 778 (N.Y. App. Div. 2020)
- Matter of Hennel, 29 N.Y.3d 487, 493-494 (2017)
- Merex A.G. v. Fairchild Weston Sys., Inc., 29 F.3d 821, 826 (2d Cir. 1994)
- GFRE, Inc. v. U.S. Bank, N.A., 130 A.D.3d 569, 570 (N.Y. App. Div. 2015)
- Matter of Zelouf, 183 A.D.3d 900, 902 (N.Y. App. Div. 2020)
- Strauss v. Fleet Mtge. Corp., 282 A.D.2d 736, 737 (N.Y. App. Div. 2001)

- Excel Realty Advisors, LP v. Engel Burman Group, LLC, 134 A.D.3d 668, 670 (N.Y. App. Div. 2015)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/state/new-york-supreme-court-of-the-state-of-new-york-appellate-division-second-judicial-department/2020/bent-v-st-john-s-univ-n-y-23xsrq0>