

was not satisfied. As neither of the two conditions precedent to the existence of contract was satisfied, there was no contract between GE and MSC and could the MSC's breach of contract claim against GE must therefore be dismissed.

**2. Contract claims against GE Capital, GETS, and Mr. Immelt.**

Although it is unclear from MSC's Amended Complaint, it appears that MSC has asserted breach of contract claims against GE Capital, GETS, and Mr. Immelt. A contract between MSC and GE Capital, GETS, or Mr. Immelt would have to be "in writing by the party to be charged therewith" to be enforceable under Missouri's Statute of Frauds, Rev. Stat. § 432.010, given that MSC offer was for a contract that was not capable of performance within a year. MSC's allegations as to GE Capital, GETS, and Mr. Immelt fail because there is no allegation of *any* agreement between MSC and these three Defendants let alone a written contract signed by any of these Defendants as required under Missouri's Statute of Frauds.

As discussed above, George Fricke did not and could not accept an offer from GE Capital, GETS, or Mr. Immelt. See *Mid-Missouri Tel. Co.*, 18 S.W.3d at 582. Even if GE Capital, GETS, and Mr. Immelt were not parties to the purported contract, they could not be bound by the terms and obligations of the contract. *Cont'l Cas. Co. v. Campbell Design*, 914 S.W.2d 43, 44 (Mo. App. 1996) (A "basic legal premise [is] that a contract is enforceable only against no one but the parties thereto, and it cannot impose any contractual obligations on a party to it."). Accordingly, MSC has no claim for breach of contract against GE Capital, GETS, or Mr. Immelt.

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