

NOT FINAL UNTIL TIME EXPIRES  
TO FILE REHEARING MOTION  
AND, IF FILED, DISPOSED OF.

IN THE DISTRICT COURT OF APPEAL  
OF FLORIDA  
THIRD DISTRICT  
JULY TERM, A.D. 2001

TRANSPORTES AEREOS MERCANTILES \*\*  
PANAMERICANOS, etc.

Appellant,

vs.

PAGE AVJET CORPORATION,

Appellee.

\*\* CASE NO. 3D01-120

\*\*

LOWER

\*\* TRIBUNAL NO. 94-24327

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Opinion filed August 15, 2001.

An Appeal from the Circuit Court for Dade County, Fredricka A. Smith, Judge.

Jarvis & Associates, P.A., and Aylin Fraxedas; Hoffman & Hertzig, P.A., and Carl H. Hoffman, for appellant.

Arthur C. Moller, III, and Mark A. Johnson, for appellee.

Before JORGENSEN, GODERICH, and SHEVIN, JJ.

PER CURIAM.

Plaintiff Transportes Aereos Mercantiles Panamericanos [TAMPA]

appeals from an order of final summary judgment in an action for breach of an aircraft maintenance contract. We affirm.

As a matter of law, the agreement between the owner of the aircraft, GPA Group, and Page Avjet, and the services rendered by Page Avjet were not sufficient to confer third-party-beneficiary status upon TAMPA. See Palau Int'l Traders, Inc. v. Narcam Aircraft, Inc., 653 So. 2d 412 (Fla. 3d DCA 1995); City of Tampa v. Thornton-Tomasetti, P.C., 646 So. 2d 279 (Fla. 2d DCA 1994). See also Meagher v. Compania Mexicana de Aviacion, S.A., 1992 WL 116429 (S.D. N.Y. May 20, 1992).

AFFIRMED.