

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

IN THE DISTRICT COURT OF APPEAL  
OF FLORIDA  
THIRD DISTRICT  
JANUARY TERM, A.D. 2004

ROBOBAR, INC., ROBOBAR  
LIMITED, and ROBOSERVE, INC.,

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Appellants,

CASE NO. 3D03-1641

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vs.

LOWER

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TRIBUNAL NO. 93-15059

HILTON INTERNATIONAL CO.,

\*\*

Appellee.

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Opinion filed February 4, 2004.

An Appeal from the Circuit Court for Miami-Dade County,  
Michael A. Genden, Judge.

Armstrong & Mejer, P.A., and Timothy J. Armstrong, for  
appellants.

William L. Petros, for appellee.

Before SCHWARTZ, C.J., and GREEN, J., and BARKDULL, THOMAS H., Jr.,  
Senior Judge.

BARKDULL, Senior Judge.

We find from the record that the trial court committed no  
reversible error in the entry of the summary judgments and directed

verdict under review.

The contract sued upon was drafted by appellant, Robobar Limited, and it was appropriate for the trial court to construe, as a matter of law, the contract's expiration date. See Khosrow Maleki, P.A., v. M.A. Hajianpour M.D., P.A., 771 So. 2d 628, 631 (Fla. 4th DCA 2000) ("The interpretation of a contract is a question of law"); Murry v. Zynyx Marketing Communications, Inc., 774 So. 2d 714, 715 (Fla. 3d DCA 2000) ("It is axiomatic that the clear and unambiguous words of a contract are the best evidence of the intent of the parties"). As Robobar failed to demonstrate a breach during the term of the contract, the trial court's directed verdict on the breach of contract claim was correct.

The directed verdict on the tortious interference count was also appropriate as any comments relating thereto were made by an interested party in a business relationship and, therefore, would not be actionable. See Genet Co. v. Annheuser-Busch, Inc., 498 So. 2d 683 (Fla. 3d DCA 1986).

Finally, as to the count for defamation, no evidence was introduced to establish that the complained of remark was false or that any damage was suffered. See Razner v. Wellington Reg'l Med. Ctr., Inc., 837 So. 2d 437, 442 (Fla. 4th DCA 2002); Valencia v. Citibank Int'l, 728 So. 2d 330, 330 (Fla. 3d DCA 1999).

Therefore, the summary judgments under review and the final judgment based on the directed verdict are affirmed.

Affirmed.