

IN THE COURT OF APPEALS 11/28/95

OF THE

STATE OF MISSISSIPPI

NO. 94-CA-01123 COA

C. EDGAR GRISSOM, M.D.

APPELLANT

v.

MISSISSIPPI EMERGENCY ASSOCIATION, INC.

APPELLEE

PER CURIAM AFFIRMANCE MEMORANDUM OPINION

THIS OPINION IS NOT DESIGNATED FOR PUBLICATION AND
MAY NOT BE CITED, PURSUANT TO M.R.A.P. 35-B

TRIAL JUDGE: HON. JAMES E. GRAVES JR.

COURT FROM WHICH APPEALED: HINDS COUNTY CIRCUIT COURT

ATTORNEYS FOR APPELLANT:

KENNETH A. RUTHERFORD, TERRY K. RUSHING

ATTORNEYS FOR APPELLEE:

ALAN W. PERRY, JANET MCMURTRAY

NATURE OF THE CASE: WRONGFUL TERMINATION

TRIAL COURT DISPOSITION: SUMMARY JUDGMENT FOR DEFENDANTS

BEFORE THOMAS, P.J., BARBER, AND DIAZ, JJ.

PER CURIAM:

C. Edgar Grissom (Dr. Grissom) appeals from the judgment of the Hinds County Circuit Court granting summary judgment in favor of the Mississippi Emergency Association, P.A. ("MEA"). Dr. Grissom argues that MEA wrongfully terminated him, and that MEA wrongfully converted the value of his stock. Finding no error, we affirm.

The pertinent issues for consideration were whether MEA had a right to terminate Dr. Grissom and whether he was entitled to what he claimed his stock was worth. Dr. Grissom asserts that the lower court should have considered not only the language in the employment agreement, but also the bylaws, the policy manual, and the stock purchase agreement. He contends that if one reads all four documents together, the terms regarding termination would be ambiguous. He further argues that enforcing the Stock Purchase Agreement would be unconscionable and therefore unenforceable.

Viewing the evidence in the light most favorable to the nonmoving party, we find that MEA is entitled to a judgment as a matter of law. *Yowell v. James Harkins Builder, Inc.*, 645 So. 2d 1340, 1343 (Miss. 1994). The evidence shows that Dr. Grissom signed both the Shareholder Employment Agreement, and the Stock Purchase Agreement.

The supreme court of Mississippi has held that similar language in employment contracts have been interpreted to be terminable at will. *Vestal v. Oden*, 500 So. 2d 954, 957 (Miss. 1986). The firing would be privileged without a showing of bad faith. *Id.* Furthermore, we find that the Stock Purchase Agreement governs this situation. "A Stock Redemption Agreement is one guide for corporate policy, which may restrain the transferability of stock. Shareholders in a close corporation have an interest in maintaining a balance of power that frequently is protected by such agreements." *Fought v. Morris*, 543 So. 2d 167, 172 (Miss. 1989) (citations omitted).

These issues are identical to the issues we rejected in *Grissom v. Shows*, No. 93-CA-1217-COA (Miss. Ct. App. Nov. 16, 1995). Therefore, we adopt our previous position for the reasons stated therein. For these reasons, we affirm the judgment of the Hinds County Circuit Court.

THE JUDGMENT OF THE HINDS COUNTY CIRCUIT COURT GRANTING SUMMARY JUDGMENT IN FAVOR OF THE APPELLEE IS AFFIRMED. COSTS ARE TAXED TO THE APPELLANT.

FRAISER, C.J., BRIDGES AND THOMAS, P.JJ., BARBER, COLEMAN, DIAZ, KING, McMILLIN, PAYNE, AND SOUTHWICK, JJ., CONCUR.