

**COURT OF CHANCERY
OF THE
STATE OF DELAWARE**

WILLIAM B. CHANDLER III
CHANCELLOR

COURT OF CHANCERY COURTHOUSE
34 THE CIRCLE
GEORGETOWN, DELAWARE 19947

Submitted: November 30, 2005

Decided: December 1, 2005

David Roeberg
Roeberg, Moore & Friedman, P.A.
910 Gilpin Avenue
Wilmington, Delaware 19806

Stephen P. Ellis
Sergovic & Ellis, P.A.
9 North Front Street
P.O. Box 875
Georgetown, Delaware 19947

Re: *Hopkins v. Martin*
Civil Action No. 1359-S

Dear Counsel:

Plaintiff has moved for reargument and for amendment of the decision and Order of this Court dated September 13, 2005. At issue in this case is an absolute net commercial lease agreement, executed October 9, 2000, which provides an option to purchase the leased commercial property after June 2, 2015. Specific performance with respect to the delivery of title to the commercial property is available only following June 2, 2015. The parties dispute whether the lease has been legally terminated.

Although plaintiff insists that the Court has overlooked his claim for equitable relief from forfeiture or termination, the Court did not refer to this claim because the issue of the validity of the lease is a pure contractual issue that is presently pending before the Delaware Superior Court. The only issue is the question of interpretation of the lease agreement. Specifically, the issue is whether

Hopkins is in default under the lease agreement and whether Martin properly terminated the lease as a result of Hopkins' default.

The Delaware Superior Court has specific jurisdiction to construe a written contract or other writing constituting a contract. Accordingly, jurisdiction properly lies in the Superior Court to interpret the lease agreement and determine whether or not, based on the actions of the parties, the lease agreement is still effective and binding. If Hopkins then wishes to seek specific performance of the option to purchase at the end of the lease period (June 2, 2015), an action could properly be filed in the Court of Chancery.

Accordingly, I deny Hopkins' motion for reargument. Because of the delay in ruling on this motion, I will afford Hopkins an additional sixty days from the date of this letter to make an election to transfer this action to the Superior Court under 10 *Del. C.* § 1902.

IT IS SO ORDERED.

Very truly yours,

A handwritten signature in cursive script that reads "William B. Chandler III". The signature is written in black ink and is positioned below the typed name.

William B. Chandler III

WBCIII:meg