

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY**

<b>KATHIE PRINGLE</b>	:	
	:	<b>C.A. No: 12A-04-002 (RBY)</b>
_____ <b>Appellant,</b>	:	
	:	
<b>v.</b>	:	
	:	
<b>GREGORY TAYLOR</b>	:	
	:	
<b>Appellee.</b>	:	

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*Submitted: November 5, 2012  
Decided: December 20, 2012*

*Upon Consideration of Appellant's Appeal from  
Judgment of Court of Common Pleas  
**AFFIRMED***

**ORDER**

Maggie R. Clausell, Esq., Dover, Delaware for Appellant.

George E. Evans, Esq., Wilmington, Delaware for Appellee.

Young, J.

### **SUMMARY**

Kathie Pringle (“Pringle” or “Appellant”) the Appellant/Defendant Below appeals the decision of the Court of Common Pleas. Pringle was romantically involved with Gregory Taylor (“Taylor” or “Appellee”) the Appellee/Plaintiff Below, for several years. In 2010, their relationship ended, initiating a dispute between them as to the ownership of a 2001 Saab convertible and several other smaller property items. The vehicle in question was purchased from Feretti, Inc. This purchase was funded by a loan through the Dover Federal Credit Union (“Credit Union”). Taylor claims that the car was his, purchased under Pringle’s name only in order to take advantage of her higher credit rating. Pringle also claims to be the owner of the car. Both parties claim to have been the one to have made the car payments. The Court of Common Pleas found in favor of Taylor. Since there is evidence to support each finding of the fact finder, the decision of the Court of Common Pleas is **AFFIRMED**.

### **FACTS**

Gregory Taylor and Kathie Pringle were romantically involved for at least six years. There is some disagreement about exactly when and for how long they were a couple. However, in 2003 their relationship was close enough that Pringle assisted Taylor in the purchase of a 1996 Tahoe. Pringle became part of the transaction to purchase the vehicle, because her credit rating was better than Taylor’s. That higher credit rating allowed her to secure a better interest rate for the financing of the vehicle. Hence, Pringle agreed to use her credit to purchase the vehicle. Taylor agreed that he would make all of the payments on the loan and

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provide for all expenses, including automobile insurance. When the balance of the loan for the Tahoe was satisfied, Pringle was to transfer title to the vehicle to Taylor. At some point, Taylor did pay off the loan, and did receive title to the vehicle.

In September 2004, Taylor moved into Pringle's home in Dover, Delaware. The two agreed that Taylor would pay \$500.00 per month, roughly equivalent to half their joint expenses. Taylor paid the agreed upon amount up to and through August of 2010, when he moved out of the residence. Taylor moved out of the residence in August 2010, because the relationship between the parties had deteriorated. The end of their relationship brought about a dispute over several pieces of property, particularly a 2001 Saab convertible.

The Saab was purchased from Feretti, Inc. in Huntington Valley, Pennsylvania. Dover Federal Credit Union financed the vehicle for 6.139% interest for 46 months at \$250.00 per month. A contract to purchase the Saab in the amount of \$11,990.00 was prepared March 28, 2010. Taylor made a \$200.00 deposit to hold the vehicle on the same day. On March 31, 2008, Pringle signed the sales contract. She also delivered a check for the \$2000.00 down payment. The final contract to purchase the Saab was executed April 3, 2008. At that time, Pringle used a credit union loan to finance the balance of the purchase price.

Taylor contends that he found the 2001 Saab for sale by Feretti Inc. He claims that he was looking for a new personal vehicle, having sold the 1996 Tahoe. Taylor alleges that he discussed his interest in purchasing the Saab with

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Pringle. They decided upon a similar arrangement to the one used in the Tahoe transaction in 2003. Thus, according to Taylor, Pringle agreed that she would purchase the Saab using her credit to finance the loan. Taylor would make all the payments on the loan as well as paying for all maintenance, repairs, insurance, tags and registration. The title was to remain in Pringle's name until the car loan was fully repaid. At which point, Pringle would transfer title to Taylor.

Taylor provided receipts to demonstrate that he paid for several repairs to the vehicle, maintenance costs and auto fees. He alleges that while both he and Pringle had access to the vehicle, it was used almost exclusively by him. Furthermore, he claims, with the support of receipts bearing his name, that he personally paid each monthly installment due to the Dover Federal Credit Union for the auto loan.

On the other hand, Pringle claims that the Saab was purchased for her use. She alleges that its purpose was to accommodate her elderly mother, who had difficulty getting into the Crossfire. Her version is that Taylor physically took many of the payments to the credit union, but that he was paying with her money. In September 2010, Pringle did pay off the remaining balance of the loan due to the Credit Union. She subsequently sold the car to a third party.

There are several other items of property and expenses at issue in this case. One is a Cubes Amaretto Server given to Taylor by Pringle for Christmas in 2008. When Taylor moved out of Pringle's house, he took the Server with him.

Additionally, Taylor and Pringle had discussed getting married. Taylor had gone to a jewelry store, choosing an engagement ring and wedding band for

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Pringle. He placed a \$525.00 deposit on the rings, putting them on layaway. At some point, Taylor took Pringle to the jewelry store to view the rings. While at the store, she chose a wedding band for Taylor, also utilizing a layaway process. When the couple's relationship faltered, Taylor stopped making the payments on the rings. Pringle paid the balance of \$1,404.50 due on the rings.

Pringle also counterclaimed for the value of food allegedly removed by Taylor from their residence and for unpaid household expenses. She contended that Taylor did not actually pay her for his share of expenses, despite his testimony to the contrary.

Taylor says that he told Pringle that he was willing and able to pay car loan balance fully around the same time she did so. She refused, since she planned to keep the car.

As a result, Taylor filed an action in the Justice of the Peace Court seeking damages for breach of contract based on Pringle's refusal to transfer title of the Saab to him. Pringle counterclaimed for the cost of wedding rings, unpaid household expenses, payment for food items, and a piece of furniture. At the end of the trial, the Justice of the Peace entered an order in favor of Pringle on the issue of the Saab and for the household expenses. The Court rule for Taylor on the claim for the jewelry, food and pieces of furniture.

Taylor appealed the decision to the Court of Common Pleas.

The Court of Common Pleas held a trial *de novo* on the matter. Following that trial, the Court found for Taylor on his claims, entering a judgment against Pringle in the amount of \$5,713.71 in damages plus pre- and post-judgment

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interest and court costs. The Court also found for Taylor with respect to Pringle's counterclaims. Pringle has appealed the decision of the Court of Common Pleas.

On appeal Pringle contends the following in her brief: 1. The Court of Common Pleas committed legal error when it determined there was a contract between the parties. 2. The Court erred by failing to reduce the judgment against Pringle for the down payment she allegedly paid for the car. 3. The Court erred when it failed to reduce the judgment against Pringle for the payments she allegedly made on the car at the Dover Federal Credit Union. 4. The Court committed error when it used the retail market value of the car instead of fair market value as the basis of the valuation.

### **STANDARD OF REVIEW**

When considering appeals from the Court of Common Pleas, the Superior Court's function is similar to that of the Delaware Supreme Court.<sup>1</sup> "In reviewing appeals from the Court of Common Pleas, the Superior Court must limit its scope of review to correcting errors of law and ascertaining whether the trial judge's factual findings 'are adequately supported by the record and are the product of an orderly and logical deductive process.'"<sup>2</sup> Decisions of the Court of Common Pleas that are supported by sufficient evidence must be accepted by this Court.<sup>3</sup>

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<sup>1</sup> *Baker v. Connell*, 488 A.3d 1303, 1309 (Del. 1985).

<sup>2</sup> *Romain v. State Farm Mutual Auto. Ins. Co.*, 1999 WL 1427801, at \*1 (Del. Super. Dec. 2, 1999) (citing *Wyatt v. Motorola, Inc.*, 1994 WL 714006, at \*2 (Del. Super. March 11, 1994)).

<sup>3</sup> *Levitt v. Bouvier*, 287 A.2d 671, 673 (Del. 1972); *Wilson v. Klabe Construction Co.*, 2004 WL 1732217, at \*2 (Del. Super. July 29, 2004).

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However, questions of law will be reviewed *de novo*.<sup>4</sup>

### **DISCUSSION**

The Appellant raises four arguments in support of her appeal from the decision of the Court of Common Pleas.

Appellant's first argument is that the Court below erred in concluding that there was a contract between the parties. Pringle argues that not all the required elements for a valid contract are present, specifically that consideration is lacking. Consideration is defined as "either a benefit to the promisor or a detriment to the promisee."<sup>5</sup> Upon review, this Court finds that the court below did not commit legal error in determining that a valid and enforceable contract existed between the parties. Though it would be difficult to formulate any argument that Pringle received a benefit from the agreement, it is clear that Taylor sustained a detriment. This detriment is his obligation to pay all costs and expenses for the Saab. For consideration to be found, either a detriment to the promisee or a benefit to the promisor must be found. The Court below did not err in finding valid consideration.

The Court of Common Pleas also did not err in finding the action was not barred by the Statute of Frauds. In its decision, the Court cited the doctrine of part performance as an exception to the statute of frauds. Under Delaware law, acts of

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<sup>4</sup> *American Energy Systems of Washington, Inc. v. Galeano, Inc.*, 1991 WL 166117, at \*2 (Del. Super. July 19, 1991).

<sup>5</sup> *First Mortg. Co. of Pennsylvania v. Federal Leasing Corp.*, 456 A.2d 794, 795-96 (Del. 1982) (citing *Affiliated Enterprises v. Waller*, 5 A.2d 257, 259 (Del. Super. 1939)).

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performance constitute substantial evidence that a contract actually existed. That contract may be enforced upon proof by clear and convincing evidence of actual performance. The Appellant contends that the Court of Common Pleas failed to give specific examples of acts of part performance, and did not explain how it concluded that partial performance of the contract was present. It is clear from both the record and decision below that the Court relied upon the evidence demonstrating that Taylor made the car payments along with paying for all of the expenses associated with the vehicle in reaching its decision. In fact, the Court directly addressed Appellant's arguments regarding the statute of frauds. In doing so, the Court specifically mentioned that Taylor had proved that he made all the payments on the car, concluding that those acts satisfied the requirement that he show clear and convincing evidence of part performance.

Appellant's next two arguments are based around the amount of the judgment. Pringle argues that the judgment against her should have been reduced by \$2000.00 for the down payment she alleges she paid on the car, or in the alternative for the payments she claims to have made on the car at the Credit Union. These are issues of fact and credibility within the sole discretion of the trial court. On review, the Superior Court will afford the trial court's decisions substantial deference, particularly when based upon the live testimony of witnesses and the resulting determinations of credibility.<sup>6</sup> In addition to affording the trial court substantial deference, this Court will accept factual findings made

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<sup>6</sup> *Stegemeier v. Magness*, 728 A.2d 557, 561 (Del. 1999).



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by the court below as long as they are “sufficiently supported by the record and are the product of an orderly and logical deductive process.”<sup>7</sup> The Court of Common Pleas decided that the evidence presented supported a finding for Taylor. While a different fact finder could come to different conclusions, the reviewing Court cannot supplant any determination it might make on the facts presented for the conclusion of the Court which actually heard the evidence as it was presented.<sup>8</sup> For those reasons, this Court affirms the conclusions of the Court of Common Pleas.

The final argument presented by the Appellant is that the Court of Common Pleas erred when it used the retail market value of the car, rather than fair market value, as the basis of the value for the car. According to the Appellee, the issue of what value to use was a subject addressed in the Pre-Trial Conference Worksheet and Stipulation. That document stated that the Kelley BlueBook (“BlueBook”) value would be used as the value of the vehicle. The parties also stipulated to the admission of exhibits to support this value.

Upon review of the record, this Court is unable to determine to what extent the issue of value was addressed in the Pre-Trial Conference Worksheet and Stipulation. The document in question does mention that the BlueBook value will be an exhibit, but does not specifically state that the parties and the Court have agreed to use this as the value. If such an agreement was reached, or could be said

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<sup>7</sup> *Id.*

<sup>8</sup> *Dalton v. Clanton*, 559 A.2d 1197, 1202 (Del. 1989).

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to be reached by lack of objection to the exhibit in the Pre-Trial Conference Worksheet and Stipulation on Appellant's part, the issue would be moot on review. As this Court cannot be certain that such an agreement was reached, a discussion of alternative justifications for the Court of Common Pleas decision follows.

The standard remedy for breach of contract is "expectation damages", meaning "the amount of money that would put the promisee in the same position as if the promisor had performed the contract."<sup>9</sup> In this case, that amount would be the value of the car at the time of breach. When Delaware Courts have faced the issue of determining the value of a car, the BlueBook or "retail value" of the car is frequently used to set the fair market value of the car for a particular point in time.<sup>10</sup> In fact, Delaware Courts have specifically stated that they will usually determine a vehicle's value based on retail value, rather than the price a dealer or other party engaged in an arms-length transaction would receive.<sup>11</sup> For these reasons, and based upon the cited case law, this Court finds that the Court of

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<sup>9</sup> *Duncan v. Theratx, Inc.*, 775 A.2d 1019, 1022 (Del. 2001).

<sup>10</sup> See e.g., *R.B. v. A.B.*, 2007 WL 1557136, at \*3 (Del. Fam. April 16, 2007) (Court discusses the difference between wholesale value which an auctioneer would pay, versus retail/fair market value that a private party would pay)); *In re Marriage of Joan C.C.*, 1996 WL 8080261, at \*4 (Del. Fam. July 24, 1996) ("Because anyone who sells a used motor vehicle in an arms-length transaction seeks to sell it for its highest value, the court usually values vehicles at their retail value.)).

<sup>11</sup> *M.R. v. B.R.*, 2012 WL4863000, at \*5 (Del. Fam. May 23, 2012) (citing *In re Marriage of Joan C.C.*, 1996 WL 8080261, at \*4 (Del. Fam. July 24, 1996) in support of its discussion of the clean retail valuation of a vehicle)).

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Common Pleas did not err by using the BlueBook or retail value to determine judgment.

**CONCLUSION**

Therefore, for the reasons stated above, the decision of the Court of Common Pleas is **AFFIRMED**.

**SO ORDERED** this 20<sup>th</sup> day of December, 2012.

/s/ Robert B. Young

J.

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