

(2) The record reflects that the Ingrams and their company, 1101 Stone Associates, LLC (“Stone”), executed and delivered to Dover Associates a series of seven commercial notes and seven mortgages as part of the security for a loan commitment of \$1,150,000. The mortgages and notes fell into and remained in default after an interest payment was not made in January 1997. The Ingrams received written notice of the default in June 1997. Thereafter five different lawsuits were filed involving this loan. The end result of these various lawsuits included, among other things, that control of Stone was transferred to Dover Associates, the Ingrams’ lender liability claims against Dover Associates were dismissed with prejudice, and Dover Associates’ counterclaim in this action was preserved. Also, in September 2003, the bankruptcy court denied the dischargeability of the Ingrams’ indebtedness.

(3) After considering Dover Associates’ motion for summary judgment and the Ingrams’ response, the Superior Court held that the issues the Ingrams’ attempted to raise were previously adjudicated against the Ingrams in other litigation and were barred from relitigation under the doctrines of collateral estoppel and *res judicata*. The Superior Court found the record to be uncontroverted that the Ingrams had failed to make payment on the loan and that Dover Associates, therefore, was entitled to judgment *in personam* on the notes and to judgment *in rem* on the secured properties.

(4) In their opening brief on appeal, the Ingrams assert that the Superior Court abused its discretion in failing to allow them to amend their answer to the counterclaim and in granting summary judgment without holding a hearing on the amount of the deficiency. Having carefully considered the parties' respective positions, we find it manifest that the judgment of the Superior Court should be affirmed on the basis of the Superior Court's well-reasoned decision dated March 18, 2004. The Superior Court did not abuse its discretion in denying the Ingrams' motion to amend because the issues and defenses the Ingrams wanted to add either were irrelevant, were beyond the scope of the limited defenses allowed in a foreclosure action or were otherwise barred. The Superior Court did not err in granting summary judgment because there were no genuine issues of material fact and Dover Associates was entitled judgment as a matter of law.*

NOW, THEREFORE, IT IS ORDERED that the judgment of the Superior Court is AFFIRMED.

BY THE COURT:

/s/ Randy J. Holland
Justice

* See *Arnold v. Soc'y for Sav. Bancorp.*, 678 A.2d 533, 535 (Del. 1996).