

COURT OF COMMON PLEAS
FOR THE STATE OF DELAWARE
KENT COUNTY COURTHOUSE
DOVER, DELAWARE 19901
PHONE: (302) 739-4618

CHARLES W. WELCH, III
JUDGE

June 29, 2010

Maggie Clausell, Esq.
9 E. Loockerman Street
Dover, DE 19901

Stephen P. Doughty, Esq.
Lyons, Doughty, and Veldhuis, P.A.
15 Ashley Place, Suite 2B
Wilmington, DE 19804

RE: Wilmington Trust Co. v. Franklin E. Hickman, Jr.
C.A. No.: CPU5-10-001095

Decision on Defendant's Motion for a More Definite Statement

Dear Ms. Clausell and Mr. Doughty:

Our Court is in receipt of the defendant's Motion for a More Definite Statement from the plaintiff in the above-referenced matter. Please be advised that the defendant's motion is denied.

Court of Common Pleas Civil Rule 12(e) provides that if a Complaint is so vague or ambiguous that the defendant cannot reasonably be required to frame an Answer, the defendant may move for a more definite statement before filing an Answer. The motion must point out the defects in the Complaint and the details that are desired. If the Court finds that the Complaint is vague or ambiguous, the plaintiff will be required to correct any defects with a more definite statement. *Crowhorn v. Nationwide Mut. Ins. Co.*, 2001 WL 695542, at *2 (Del. Super.).

The Court has reviewed the Complaint filed by Wilmington Trust Co., and finds that it is not so vague or ambiguous that the defendant could not provide an Answer. CCP Civil Rule 8(a) states that an original claim must contain the following: (1) a short and plain statement of the claim showing that the pleader is entitled to relief, and (2) a demand for judgment.

Maggie Clausell, Esq.
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Page Two

In this case, the plaintiff has complied with Rule 8(a). The plaintiff identifies itself as Wilmington Trust Co. The Complaint alleges that the defendant is in debt to the plaintiff pursuant to the terms and provisions of a retail installment sales contract, and the contract has since been assigned to the plaintiff. The Complaint includes a demand for judgment in the amount of \$16,300.17, plus interests and costs of suit. Therefore, the defendant has 20 days from the date of this letter to file an Answer in this matter. Otherwise, a default judgment may be entered.

The Court also notes that the plaintiff's Complaint indicates that a Retail Installment Sales Contract executed by the defendant, as well as a Notice of Repossession, are attached as exhibits to the Complaint. However, neither of these documents were attached to the Complaint. The plaintiff should file these exhibits with the Court and provide the defendant with a copy as soon as possible.

IT IS SO ORDERED.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles W. Welch, III". The signature is fluid and cursive, with the first name "Charles" being the most prominent.

Charles W. Welch, III

CWW: mek