

IN THE COURT OF COMMON PLEAS IN THE STATE OF DELAWARE

IN AND FOR KENT COUNTY

DOVER FEDERAL CREDIT UNION,	:	
	:	C.A. No. 02-11-0151
	:	
Plaintiff,	:	
	:	
v.	:	
ANTHONY LIBERTO T/A	:	
LIBERTO MINI-STORAGE	:	
	:	
	:	
Defendant,	:	

**Decision on Stipulated Facts.**

Submitted: April 2, 2003

Decided: April 2, 2003

Judgment for the Plaintiff

David T. Pryor, Esquire, Dover Law, P.A., The Thomas Building, 1979 South State Street, Dover, Delaware 19901, Attorney for Plaintiff

Gregory A. Morris, Esquire, Liguori, Morris & Redding, 46 The Green, Dover, Delaware, 19901, Attorney for the Defendant

Trader, J.

In this civil action for a *writ of replevin*, I hold that pursuant to 25 Del. C. Sec. 4903 the lien secured by a motor vehicle is superior to the lien of a self-service storage facility. Accordingly, as to the vehicle stored at Anthony Liberto t/a Liberto Mini-Storage (Liberto) the Dover Federal Credit Union (Credit Union) is entitled to a *writ of replevin*.

The stipulated facts are as follows: The Credit Union has a valid lien on a vehicle owned by Yalonda Anthony. The lien is of record at the Division of Motor Vehicles and is dated August 24, 1999. Liberto is a self-storage facility under the provisions of 25 Del. C. Sec. 4902(1). On August 28, 2001, Yalonda Anthony entered into a rental agreement with Liberto for the storage of her vehicle at that facility. Yalonda Anthony defaulted on her loan with Dover Federal Credit Union and she has also defaulted on her rental agreement with Liberto. The Credit Union has filed a complaint in *replevin* and requests that the court award it possession of the vehicle. Liberto has filed an answer and counterclaim seeking the payment of its storage lien before he releases the car.

### **The Priority of the Credit Union's Lien**

The Credit Union contends that it has a superior lien under 25 Del. C. Sec. 4903 and that it is entitled to repossession of the vehicle. The Credit Union is correct. The statutory provisions set forth in 25 Del. C. Sec. 4903 govern this case.

Section 4903 provides as follows:

The owner of a self-service storage facility and his heirs, executors, administrators, successors, and assigns have a lien upon all personal property located at a self-service storage facility for rent, labor or other charges, present or future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to this chapter. The lien provided for in this section is superior to

any other lien or security interest, except liens or security interests secured by motor vehicles titled pursuant to Chapter 23 of Title 21. The lien attaches as of the date the personal property is brought to the self-service storage facility; provided that the written rental agreement states that such lien will attach.

The language of the statute is unambiguous and I cannot disregard it. It states that the lien of Liberto is superior to any other lien "...except for liens or security interests secured by motor vehicles titled pursuant to Chapter 23 of Title 21."

### **Liberto's Contentions Are Without Merit**

Liberto contends that he is entitled to recover on the basis of a *quantum meruit* theory. Liberto's contention is without merit.

*Quantum meruit* as defined in Black's Law Dictionary (Revised 4<sup>th</sup> Edition), p. 1408, means literally "as much as he deserves". The theory of *quantum meruit* is the rationale for all mechanic's liens, garageman's liens, and artisan's liens. The rationale for granting the lien was that if the work preserved the value of the collateral, the secured creditor received a benefit and the mechanic, artisan or garageman should be given priority. 6 Del.C. Sec. 9-333 provides that a possessory lien on goods has priority over a security interest in the goods unless the lien is created by a statute that expressly so provides. But in the case before the court, Sec. 4903 of Title 25 specifically provides that a lien secured by a motor vehicle title is superior to a storage lien.

Liberto also contends that 25 Del. C. Sec. 4903 is inapplicable because Liberto is asserting a lien against the Credit Union rather than against Yalonda Anthony. This contention is without merit. The statute provides that a storage facility has a lien on all personal property. The possessory lien is not against a particular party. Liberto's rental

agreement was with Yalonda Anthony, and Ms. Anthony delivered her car to Liberto. Liberto has a claim for a lien against the vehicle based on the services provided to Anthony, but his lien is inferior to the lien asserted by the Credit Union.

Based on these conclusions of law a judgment for possession of the vehicle is awarded to the Dover Federal Credit Union and a *writ of replevin* will be issued for the return of the vehicle. Liberto's counterclaim for expenses is denied.

**The Claim for Attorney's Fees**

Plaintiff has asserted a claim for attorney's fees. Absent contract or statute, the Credit Union is not entitled to attorney's fees. *Honaker v. Farmers Mutual Ins. Co.*, 313 A.2d 900, 904 (Del. Super. 1973). There is no contract or statute that authorizes a claim for attorney's fees in this case. Therefore, the Credit Union's claim for attorney's fees is denied.

**IT IS SO ORDERED.**

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**JUDGE**