

IN THE COURT OF COMMON PLEAS IN THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY

GEORGE D. KNUTKOWSKI )  
 ) C.A. No. 03-08-0155AP  
 Plaintiff )  
 )  
 v. )  
 )  
 AMERICAN DREAM BUILDERS, INC, )  
 )  
 Defendant )

Submitted: May 26, 2004  
Decided: June 10, 2004

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**DECISION AFTER TRIAL**

George D. Knutkowski has brought this debt action against American Dream Builders, Inc. (“American Dream Builders”) for the reimbursement of \$1,600.00 of a retainer. He alleges that American Dream Builders has breached its agreement with him and his wife and that he is due the return of the \$1,600.00.

A trial for this matter was held on May 26, 2004, and, at the conclusion of the evidence, the Court reserved decision. This is the Court’s decision after trial.

The Court finds for Defendant American Dream Builders and against Plaintiff George D. Knutkowski. As such, the Plaintiff’s debt action is dismissed with prejudice.

## FACTS

In June 2002, Mr. Knutkowski and his wife spoke to American Dream Builders about building a home for them on a lot in Dover, Delaware. The representative from American Dream Builders indicated that he needed to get the “architectural work” done by someone else and requested a \$2,000.00 retainer which was paid by Mr. and Mrs. Knutkowski. Very shortly thereafter, American Dream Builders retained the services of a professional engineer to draft blueprints for the home that Mr. and Mrs. Knutkowski desired to build. Within a few weeks, American Dream Builders scheduled a meeting with Mr. and Mrs. Knutkowski in order to show them a preliminary draft of the blueprints for the home. Upon entering the meeting, Mr. Knutkowski asked if there was an estimate to build the home. When advised of the rough estimate, he indicated that it was too much. The representative from American Dream Builders was then advised by Mr. and Mrs. Knutkowski that they were no longer interested in American Dream Builders building a home for them and they requested the return of their retainer money. American Dream Builders returned the total sum of \$400.00 to Mr. and Mrs. Knutkowski, which was the balance of the retainer remaining after American Dream Builders had paid the professional engineer the billed amount of \$1,600.00 for his services on the blueprints. Mr. Knutkowski has filed this debt action for the return of this \$1,600.00 from American Dream Builders. It is his contention that American Dream Builders breached its agreement with him and his wife when: (1) it failed to use an architect to prepare the draft of the blueprints for their home, and (2) it failed to provide him with a final copy of the blueprints.

## **DISCUSSION**

In order to recover the reimbursement of the \$1,600.00 that American Dream Builders used of its retainer, Mr. Knutkowski must prove that American Dream Builders breached its oral agreement with him and his wife by a preponderance of the evidence. He has failed to meet this burden.

The purpose of the \$2,000.00 retainer was to have blueprints drafted for the home that Mr. and Mrs. Knutkowski desired to build. There was no condition that an architect had to do the work. The representative from American Dream Builders used a loose and general term “architectural work” when describing the work that had to be done. It was not meant as a condition that the work had to be performed by an architect, however.

Additionally, I find that American Dream Builders substantially performed its contractual obligations to Mr. and Mrs. Knutkowski when it hired a professional engineer who immediately completed a preliminary draft copy of the blueprints which were presented to Mr. and Mrs. Knutkowski, which performance they then refused. *See Dashiell Builders v. Andrews*, 2002 WL 31819895, J. Stokes (Del. Super.). As such, American Dream Builders was entitled to the reimbursement of the \$1,600.00 expense that it had incurred to have the preliminary draft of the blueprints completed by the professional engineer and Mr. Knutkowski is not entitled to any return of that amount.

## **CONCLUSION**

As a result of the Court’s finding of fact, which is based upon the entire record, including all direct and circumstantial evidence, and the references therefrom, and the

Court's above-referenced conclusions of law, the Plaintiff's complaint is dismissed with prejudice.

**IT IS SO ORDERED THIS 10<sup>th</sup> DAY OF JUNE, 2004.**

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**CHARLES W. WELCH  
JUDGE**