

SUPERIOR COURT
OF THE
STATE OF DELAWARE

E. SCOTT BRADLEY
JUDGE

SUSSEX COUNTY COURTHOUSE
1 The Circle, Suite 2
GEORGETOWN, DE 19947

August 27, 2008

John J. Deiter
27840 Woodcrest Drive
Georgetown, DE 19947

Angela L. DeFelice
411 Fourth Street
Laurel, DE 19956

RE: John J. Deiter v. Angela L. DeFelice
C.A. No. 06C-09-003-ESB
Letter Opinion

Date Submitted: May 8, 2008

Dear Mr. Deiter and Ms. DeFelice:

This is my decision in this case involving a dispute over whether the plaintiff, John J. Deiter, promised to convey Lot 4, Woodcrest Estates, Dagsboro Hundred, Sussex County, Delaware, to the defendant, Angela L. DeFelice, and her then-boyfriend, Joseph S. Deiter. I held a bench trial on May 8, 2008. John, Joseph, Angela and Nancy L. Tyre, Angela's neighbor, testified at the trial. John and Angela represented themselves at the trial.

The following facts are undisputed. John owned the Lot. Joseph is John's son. Angela and Joseph, who were romantically involved with each other at the time, purchased a manufactured home for \$75,000 in September 2004. They financed \$58,000 of the purchase price. A Delaware motor vehicle registration card introduced into evidence listed Angela and Joseph as the owners of the home. Angela and Joseph placed the home on the Lot and lived in it for about nine months until their relationship ended in July 2005. Joseph then moved out of the home. When Angela refused to remove the home from the Lot, John filed an action in this Court seeking to have the home and

Angela removed from the Lot. Joseph was originally named as a defendant, but he was later dismissed from the case by John. Angela filed a counterclaim seeking monetary damages for John's breach of promise to convey the Lot to her and Joseph.

The dispute in this case is over whether John promised to convey the Lot to Angela and Joseph. Angela testified that John told her, before she and Joseph purchased the home, that he would convey the Lot to her and Joseph. She testified further that everything happened so quickly during the purchase of the home that John was not able to convey the Lot to her and Joseph before they purchased the home. Their plan was, according to Angela, to refinance their loan and get a traditional mortgage at a lower interest rate once they got settled. Angela produced documents indicating that she was making arrangements to do this just as her relationship with Joseph was unraveling. She testified further that she would not have borrowed the money to purchase the home and put it on a lot that she did not own unless John had promised that he would convey the Lot to her and Joseph. John testified that he made no such promise. Joseph testified that he never heard his father make such a promise. Nancy testified about improvements that Angela made to the Lot.

I have decided to accept Angela's testimony because it makes the most sense to me given the amount of money that she had at risk and the relationship between the parties when Angela and Joseph purchased the home.¹ I do not believe that Angela would have borrowed so much money to purchase a manufactured home and place it on the Lot unless John had told her that he would convey the Lot to her and Joseph. Not only did it cost Angela a substantial sum of money to buy the home and have it moved to and set up on the Lot, it would have cost Angela even more money to move

¹ *Johnson v. State*, 929 A.2d 784, 2007 WL 1575229, at *1 (Del. May 31, 2007) ("It is the fact finder's role to resolve the conflicts in witnesses' testimony and weigh their credibility.").

the home and set it up on another lot if John later decided to remove her from the Lot. I can certainly understand why Angela would be hesitant to incur these expenses unless John had assured her that he would convey the Lot to her and Joseph. No prudent person would spend a substantial sum of money to set up a home on someone else's lot without the expectation that they could keep it there. I also understand why John would make such a promise to his son and his son's girlfriend. It is only natural that a father would want to help his son. I can also understand why John would renege on his promise after his son and Angela ended their relationship. While John may still want to help his son, I can understand why he would no longer be interested in helping his son's former girlfriend. The circumstances that the parties were in at the time the promise was allegedly made by John are wholly consistent with John actually having made the promise.

Therefore, since Angela should be a co-owner of the Lot with Joseph, John, as a non-owner, does not have standing to seek to have Angela and the home removed from the Lot.² Since John's claim has failed, Angela has suffered no monetary loss as a result of John's actions and her counterclaim against him for damages is moot. John's action to remove Angela and the home from the Lot is denied and judgment is entered against John and in favor of Angela.

IT IS SO ORDERED.

Very truly yours,

E. Scott Bradley

cc: Prothontary

² *Doe ex. dem. Townsend v. Roe*, 80 A. 352, 354 (Del. Super. 1911).