

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

RUTH J. SPRUILL, :
 :
 Appellant, :
 :
 v. : Civil Action No. 00A-08-005 SCD
 :
 THE BODY BEAUTE INCORPORATED :
 T/A DEBORAH MC CAMIE BEAUTE :
 :
 Appellee. :

Date Submitted: July 12, 2001
Date Decided: September 10, 2001

Darryl K. Fountain, Esquire, Wilmington, Delaware, attorney for the Appellant;
Lydia C.F. Anderson, Esquire, Newark, Delaware, attorney for the Appellee.

Upon Appeal from the Court of Common Pleas - AFFIRMED

ORDER

On this 10th day of September, 2001, it appears to the Court that:

1. The appellant, Ruth J. Spruill, appeals the July 17, 2000, Court of Common Pleas Decision After Trial that found that the defendant The Body Beaute did not breach its contract with Spruill, or breach the covenant of good faith, or commit consumer fraud.¹

2. The facts of the case are as follows. On June 11, 1997, Spruill went to The Body Beaute to review its services. On June 12, 1997, Spruill selected the Complete Body Program which consisted of 52 visits for the price of \$12,706. Spruill received a discount of \$1,300, making her total payment \$10,766. On June 14, 1997, Spruill made arrangements to pay her bill in four monthly installments of \$2,694. On that same day, Spruill received an invoice which

¹ *Spruill v. The Body Beaute, Inc.*, Del. CCP, C.A. No. 00-A-08-005-(SCD), James, J. (July 17, 2000).

reflected her first \$2,694 payment. The invoice also indicated that Spruill would be charged monthly payments on her American Express card of \$2,694 on the 5th day of July, August, and September 1997. The first two payments were submitted after appellant signed an authorization slip for her American Express account. The Body Beaute charged her American Express card for her final two payments without obtaining a signed authorization from Spruill.

3. Trial took place on July 7, 2000. After receipt of evidence and conclusion of testimony the Court of Common Pleas reserved decision. On July 17, 2000, the Court of Common Pleas entered a Decision After Trial based on a purely factual question of whether Spruill had to sign four separate authorizations for payment or whether the initial agreement allowed The Body Beaute to make periodic changes on the account.² The Court concluded that based upon the evidence presented it was the parties' intention that Spruill authorized The Body Beaute to charge her American Express account for periodic payments to satisfy the agreement.

4. The trial court's factual findings will be accepted if they are sufficiently supported by the record and are the product of an orderly and logical deductive process.³ When reviewing decisions based on the live testimony of witnesses and determinations of credibility, the trial court's decision is given substantial deference.⁴

5. In ascertaining the intent of the parties to a contract, it is their outward and objective manifestations of assent, as opposed to their undisclosed and subjective intentions, that matter.⁵ Here, Spruill admits to reviewing and signing the invoice that indicates she agreed to make four payments of \$2,694 over four months (Tr. at 54-55).

² *Id.* at 4.

³ *Stegemeier v. Magness*, Del.Supr., 728 A.2d 557, 561 (1999).

⁴ *Id.*

⁵ *Corporation Service Co. v. Kroll Associates, Inc.*, No. CIV.A.99C-12-210-JRS, 2001 WL 755934, at *4 (Del. Super. June 15, 2001).

6. In this case, the Court of Common Pleas found that there was a contract between the parties, and that the contract anticipated the payments to be made on appellant's American Express card.⁶ The Court of Common Pleas did not find any basis for Spruill to stop payment and entered judgment in favor of The Body Beaute.⁷

7. The Court's decision is supported by the record. Plaintiff's Trial Exhibit No. 3 shows that the June 14, 1997, invoice indicates that Spruill made her first \$2,694 payment and she agreed to make monthly payments of \$2,694 on the 5th day of July, August, and September 1997.⁸ Furthermore, the invoice states that payments are to be charged to Spruill's American Express account.⁹ Thus, the review of the record finds the Court of Common Pleas' factual findings were sufficiently supported by the record and are the product of an orderly and logical deductive process.

IT IS SO ORDERED.

Judge Susan C. Del Pesco

Original to Prothonotary
xc: Counsel of Record

⁶ *Spruill* at 4.

⁷ *Id.* at 4-5.

⁸ Appendices to Appellee's Answering Brief at A-6, *Spruill* (C.A. No. 00A-08-005-(SCD)).

⁹ *Id.*