IN THE SUPREME COURT OF THE STATE OF DELAWARE

AL WHEELER,	§	
	§	
Defendant Below-Appellant,	§	No. 448, 2004
	§	
	§	Court Below---Superior Court
v.	§	of the State of Delaware,
	§	in and for New Castle County
LIAM CLERKIN,	§	C.A. No. 031A-10-004
	§	
Plaintiff Below-Appellee.	§	
	§	

Submitted: February 18, 2005
Decided: April 13, 2005

Before **HOLLAND**, **BERGER** and **JACOBS**, Justices

O R D E R

This 13th day of April 2005, upon consideration of the briefs on appeal and the record below, it appears to the Court that:

(1) The defendant-appellant, Al Wheeler, filed an appeal from the Superior Court's September 10, 2004 order affirming the Court of Common Pleas' judgment against him in the amount of $1,426.00, plus costs. We find no merit to the appeal. Accordingly, we AFFIRM.

(2) The plaintiff-appellee, Liam Clerkin, filed a breach of contract action against Wheeler in the Court of Common Pleas.[1] The complaint alleged that, on or

[1] This case was heard de novo in the Court of Common Pleas following trial in the Justice of the Peace Court, which resulted in the entry of a money judgment against Wheeler in the amount of $1,426.00 plus costs.

about April 30, 2001, Wheeler entered into an oral contract with Clerkin, a racetrack veterinarian, for medical services for his two thoroughbred racehorses named Heroic Peace and Agree. At trial, Clerkin testified that, on April 30, 2001, a trainer named Julie King introduced Wheeler to Clerkin at Delaware Park racetrack, and the parties entered into the agreement. Clerkin testified that, as evidence of the oral contract, Wheeler wrote down his address for billing purposes on a racing form and signed his name at the bottom. This document was admitted into evidence at trial.

(3) According to Clerkin, he provided veterinary services for Wheeler's two racehorses, including the administration of drugs and daily check-ups, between the dates of April 30, 2001 and June 6, 2001. At trial, billing statements for these services were admitted into evidence. Clerkin testified that he also kept a daily diary in which the treatments for the horses were listed, but that the diary was in the possession of Julie King and was not available for trial. Finally, Clerkin testified that it is standard practice in the horse racing business for owners to enter into oral agreements with veterinarians regarding medical services for their horses.

(4) Wheeler testified that he did not authorize Clerkin to administer medication to his horses and did not agree with Clerkin's treatment methods. He testified that, when he learned Clerkin was around the racetrack, he instructed Julie

King not to let Clerkin near his horses. According to Wheeler, while Clerkin was not a "needle jockey," his methods were "less holistic" than he liked. Moreover, he said, Julie King had a drug problem and he would not have trusted her advice regarding a veterinarian for his horses. Wheeler testified that Clerkin's billing statements were inaccurate and, as an example, showed where Heroic Peace had been given pre-race medication on a date when he didn't race. In response, Clerkin produced a racing program to show that the horse did race on that date.

(5) At no time did Wheeler deny that he wrote his name and address on the racing form introduced into evidence by Clerkin. In addition, while Wheeler stated that he would not let Clerkin near his horses, he, nevertheless, admitted that an injection of Lasix was required before a horse was permitted to run at Delaware Park. It was undisputed that Clerkin gave Wheeler's horses those mandatory injections.

(6) At the conclusion of trial, the Court of Common Pleas judge issued his decision from the bench. Based upon the evidence presented, the judge found that Wheeler and Clerkin had entered into an oral contract; that Wheeler wrote down his name and address on the racing form so that Clerkin would know where to send his bills; that Clerkin provided medical services to Wheeler's horses as outlined in his testimony; and that, based upon the billing statements provided by

Clerkin, Wheeler owed Clerkin $1,426.00. The judge also awarded Clerkin pre- and post-judgment interest at the legal rate.

(7) Wheeler appealed the judgment of the Court of Common Pleas to the Superior Court.[2] Following its review of the briefs on appeal and the Court of Common Pleas record, the Superior Court found that the record evidence supported the Court of Common Pleas' finding that there was an oral contract between Wheeler and Clerkin; that Clerkin provided the services contracted for; and that Wheeler owed Clerkin $1,426.00.

(8) In this appeal, Wheeler claims that the Court of Common Pleas erred: a) when it admitted the racing form with his signature into evidence; and b) when it found the existence of an oral contract. Wheeler further claims that the Superior Court erred when it affirmed these findings of the Court of Common Pleas.

(9) In an appeal from the Court of Common Pleas to the Superior Court, the standard of review is whether there is legal error and whether the factual findings made by the trial judge are sufficiently supported by the record and are the product of an orderly and logical deductive process.[3] Findings of the trial court that are supported by the record must be accepted by the reviewing court even if,

[2] Del. Code Ann. tit. 10, § 1326 (1999).
[3] *Levitt v. Bouvier*, 287 A.2d 671, 673 (Del. 1972).

acting independently, it would have reached a contrary conclusion.[4] This Court applies the same standard of review to the Superior Court's decision.[5]

(10) We have reviewed the transcript of the trial in the Court of Common Pleas and conclude that the factual findings of the Court of Common Pleas judge, including the finding that Wheeler and Clerkin entered into an oral contract, are supported by the record and are the product of an orderly and logical deductive process. We also find no error on the part of the Court of Common Pleas in considering the signed racing form to be probative of whether an oral contract existed and in admitting it into evidence on that basis.

NOW, THEREFORE, IT IS ORDERED that the judgment of the Superior Court is AFFIRMED.

BY THE COURT:

/s/ Carolyn Berger
Justice

[4] Id.
[5] *Baker v. Connell*, 488 A.2d 1303, 1309 (Del. 1985).