STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PROVIDENCE, SC.                             SUPERIOR COURT

(FILED: May 16, 2018)

SHEILA A. B. McKENNA,                          C.A. No. PC-2013-4415
Plaintiff,

v.

FEDERAL PROPERTIES OF R.I., INC.,
Defendant.

DECISION

STERN, J. Following a four-day non-jury trial in December 2017, this matter is before the Court on Sheila A. B. McKenna’s (Plaintiff) complaint against Federal Properties of R.I., Inc. (Federal Properties) for constructive trust, breach of contract, specific performance, and unjust enrichment. Federal Properties asserts the statute of limitations; laches; waiver and/or abandonment; impossibility, impracticability and/or frustration of purpose; and mutual mistake as affirmative defenses against Plaintiff’s claims. Federal Properties also counterclaims for slander of title, trespass, use and occupancy, unjust enrichment, and declaratory relief. At the conclusion of Plaintiff’s and its own case, Federal Properties moved for judgment as a matter of law pursuant to Super. R. Civ. P. 52(a). This Court reserved its decision and at the conclusion of testimony instructed the parties to file post-trial memoranda. Jurisdiction is pursuant to G.L. 1956 § 8-2-14 and Super. R. Civ. P. 52(a).

I

Facts and Travel

The parties have agreed to the following facts. On October 21, 1980, Raymond DeLeo (DeLeo), the president of Federal Properties, obtained an option to purchase a 4.2 acre parcel,
located at Lot 10, Plat 33 in Lincoln, Rhode Island (the Lincoln Property) in exchange for the payment of $1000 to Emile H. Palardy (Palardy). DeLeo later assigned the option to Federal Properties. The Lincoln Property contained a multi-family residential building, a two-family house, and a six-bay garage building. On October 21, 1981, the option to purchase the Lincoln Property with Palardy was renewed, and on March 16, 1983, Federal Properties closed on the Lincoln Property.¹

In 1992, Federal Properties obtained relief from the Lincoln Zoning Board to divide the Lincoln Property into three separate lots: 172 School Street (Lot 96 or Parcel A), 178 School Street (Lot 95 or Parcel B), and the remaining undeveloped 3.61 acres under the original name as Lot 10, Plat 33 (Parcel C or 182 School Street). Parcel A consists of the multi-family residential building, and Parcel B includes the two-family house. Since 1983, Federal Properties has rented units in the multi-family residential building and the two-family house to tenants.

On April 15, 1992, Plaintiff and DeLeo—on behalf of Federal Properties—signed a document called the “Real Estate Agreement” (the 1992 Agreement). The 1992 Agreement recognized a portion of Parcel C (Parcel C(1)) on which a house was to be built by Federal Properties for Plaintiff. Def.’s Trial Ex. DD. It also stated that Federal Properties was to “continue paying all assessments for real estate taxes as may be imposed by the Town of Lincoln from time to time excepting for the pro-ration [sic] of real estate taxes and such water services charges as they may apply to the residential structure upon completion.” Id. According to the 1992 Agreement, upon its execution, Plaintiff was to pay the sum of $75,000 as the full purchase price. Id. Plaintiff and Federal Properties further agreed to the following:

¹ As to be further elaborated below, Plaintiff contends that she paid Federal Properties for the land in or before 1983.
“1. Within 90 days, the Seller shall convey title to Parcel C to a corporation to be incorporated by the Seller to be known as the Golfside Estates [(the corporation) . . . . The ownership of the corporation shall be held in escrow, pursuant to the attached escrow agreement . . . pending subdivision. The articles of incorporation shall require shareholder approval of all mortgages or sales of any real property owned by the corporation. Until such transfer, no sales or encumbrances of the land shall be allowed. Upon subdivision the corporation shall transfer by warranty deed all Right, Title, and Interest in Parcel C-1 to Buyer. Until said corporation is formed Seller, at its expense, shall maintain the grounds and provide access. Thereafter the Corporation shall do so free of charge to Buyer.

“2. The Seller shall expedite the recordation of the division of land discussed hereinabove and proceed to install the necessary utilities to the building area designated as the site of the residence for the Buyer.

“3. The Seller shall assist the Buyer with the completion of working drawings and necessary engineering services to permit the construction of the residence at the area designated as C(1) on Exhibit A.

“4. House to be built by Seller according to the attached specifications for under $100,000, $25,000 of which is deposited concurrent with the signing of this agreement with the balance payable as provided in a Standard AIA construction contract to be agreed to by the parties. In no case shall any further payments be due from buyer until she sells her home.

“5. If house is not started within one (1) year or completed within 18 months of the date of this contract, then Buyer will receive all monies paid plus 10% penalty.

. . . .

“8. If subdivision is not completed within two (2) years then the seller shall cause the corporation to transfer by warranty deed all right, title and interest free and clear in Parcel C and the ownership of the corporation to Buyer, free of additional charge, in consideration for Buyer executing the agreement and making the payments hereunder. If buyer takes property under this clause the note provided for below will be deemed satisfied.
“9. To secure compliance with this agreement the seller has this day executed a note payable to Buyer in the amount of $100,000 plus any future advances under this agreement. Said note shall be guaranteed by Mr. Raymond DeLeo personally and shall be collateralized by the shares of the corporation.” *Id.*

The parties agree to the following facts with respect to the 1992 Agreement: (1) Federal Properties did not incorporate a corporation called “Golfside Estates” within ninety days of April 15, 1992, or ever; (2) Federal Properties did not convey Parcel C to a new corporation called “Golfside Estates” within ninety days of April 15, 1992, or ever; (3) Federal Properties did not convey the ownership of a new corporation called “Golfside Estates” into escrow within ninety days of April 15, 1992, or ever; (4) Federal Properties did not grant Plaintiff a warranty deed conveying any right, title or interest in Parcel C, C(1) or any part thereof; (5) no specifications were attached to the 1992 Agreement for a house to be built by Federal Properties on Parcel C(1); (6) no “Standard AIA construction contract” for the construction of a house was executed; (7) Federal Properties executed a promissory note, guaranteed by DeLeo, in the amount of $100,000 payable to Plaintiff which “secured, pursuant to the escrow agreement, by stock in Golfside Estates, a corporation to be incorporated” (the Promissory Note) *(see Def.’s Trial Ex. EE)*; (8) the house, as actually built, cost more than $100,000 to build; (9) the house took more than eighteen months from April 15, 1992 to complete; and (10) Parcel C was not further subdivided within two years of April 15, 1992.

Plaintiff has lived in the house on Parcel C(1) since its completion in November 1994. After signing the 1992 Agreement, Plaintiff paid Federal Properties $169,800, which is broken down into the following transactions: on April 24, 1992, Plaintiff paid Federal Properties $100,000 less $5200 in legal fees paid to Plaintiff’s attorney; on November 19, 1993, Plaintiff

On July 16, 2006, Plaintiff, through her then-attorney Keven A. McKenna, demanded in writing that Federal Properties convey Parcel C to her. Nearly four months later, on November 9, 2006, Plaintiff recorded a “Notice of Adverse Possession and Notice of Equitable Interest” in the Lincoln Land Evidence Records. See Def.’s Trial Ex. MM. Federal Properties contends that it did not receive notice of the same from Plaintiff until 2013. DeLeo then passed away on February 5, 2013, and in September of that year, Plaintiff filed this lawsuit and a notice of lis pendens on the Lincoln Property. See Def.’s Trial Ex. VV. On July 31, 2014, Plaintiff recorded a Quitclaim Deed in the Lincoln Land Evidence Records; she subsequently recorded a Corrective Quitclaim Deed in the Lincoln Land Evidence Records on August 7, 2014 (collectively, the Quitclaim Deeds).

From 1993 through October 2014, Federal Properties has paid electricity bills, water bills, sewer use, natural gas, real estate taxes, sewer taxes, and fire taxes for the house. Additionally, it has paid to mow the lawn and plow the driveway of snow at the house on Parcel C and has performed other maintenance and site improvements on Parcel C. Federal Properties has also exclusively managed and maintained the properties at 172 and 178 School Street. On July 17, 2014, Federal Properties sent a notice to quit to Plaintiff, which stated that Plaintiff was “to vacate and remove [her] property and personal possessions from the premises[.]” Def.’s Trial Ex. YY.

On October 23, 2014, this Court ordered that the Quitclaim Deeds had no legal effect at the time and would not be used as indicia of ownership; their legal status would be held in abeyance until a final resolution of this case. See Def.’s Trial Ex. AAA. This Court also ruled
that Plaintiff was permitted to live in the house located on Parcel C and would be responsible for
taxes and utilities for Parcel C pending this matter’s resolution. See id. The Order was recorded
in the Lincoln Land Evidence Records on October 27, 2014. Additionally, on September 9,
2015, this Court (1) denied Plaintiff’s motion for partial summary judgment seeking to quiet
Parcel C’s title under G.L. 1956 § 34-7-1; (2) granted Federal Properties’ motion to dismiss as to
Plaintiff’s request for quieting the Lincoln Property’s title under § 34-11-1; (3) denied Federal
Properties’ motion to dismiss as to Plaintiff’s claims for (a) quieting the Lincoln Property’s title
under § 34-7-1, (b) specific performance, (c) breach of contract, (d) constructive trust, and (e)
unjust enrichment; (4) denied Plaintiff’s motion for partial summary judgment on the Promissory
Note; and (5) denied Federal Properties’ cross-motion for partial summary judgment on the
Promissory Note. See Def.’s Trial Ex. DDD. On April 5, 2016, after Federal Properties filed a
motion for summary judgment, this Court (1) granted summary judgment on Plaintiff’s request
for quieting Parcel C’s title under § 34-7-1; (2) dismissed the same request for Parcels A and B
after acknowledging Plaintiff’s consent to such dismissal; and (3) denied summary judgment
with respect to Plaintiff’s claims for specific performance, breach of contract, constructive trust,
and unjust enrichment. See Def.’s Trial Ex. EEE.

A non-jury trial was held on this case from December 11, 2017 to December 14, 2017.
After reviewing all of the evidence presented, this Court now renders its Decision.

II

Standard of Review

“When a trial justice presides over a nonjury trial, Rule 52(a) of the Superior Court Rules
of Civil Procedure requires that he or she ‘find the facts specially and state separately [his or her]

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2015) (quoting JPL Livery Servs., Inc. v. R.I. Dep’t of Admin., 88 A.3d 1134, 1141 (R.I. 2014)).

“It is well established that ‘a trial justice sitting without a jury must often make credibility determinations in order to arrive at the necessary findings of fact.’” Gregoire v. Baird Props., LLC, 138 A.3d 182, 193 (R.I. 2016) (quoting D’Ellena v. Town of E. Greenwich, 21 A.3d 389, 391-92 (R.I. 2011)). Therefore, in a non-jury trial, this Court sits as the trier of fact as well as of law and “‘weighs and considers the evidence, passes upon the credibility of the witnesses, and draws proper inferences.’” Parella v. Montalbano, 899 A.2d 1226, 1239 (R.I. 2006) (quoting Hood v. Hawkins, 478 A.2d 181, 184 (R.I. 1984)). “Yet, this requirement does not mandate an expansive analysis by the trial justice.” A. Salvati Masonry Inc. v. Andreozzi, 151 A.3d 745, 748 (R.I. 2017) (citing S. Cty. Post & Beam, Inc., 116 A.3d at 210). “‘Even brief findings and conclusions are sufficient if they address and resolve the controlling and essential factual issues in the case.’” Hilley v. Lawrence, 972 A.2d 643, 651 (R.I. 2009) (quoting Donnelly v. Cowsill, 716 A.2d 742, 747 (R.I. 1998)). “‘[I]f the decision reasonably indicates that [the trial justice] exercised [his or her] independent judgment in passing on the weight of the testimony and the credibility of the witnesses it will not be disturbed on appeal unless it is clearly wrong or otherwise incorrect as a matter of law.’” A. Salvati Masonry Inc., 151 A.3d at 748 (quoting JPL Livery Servs., Inc., 88 A.3d at 1141).

III

Analysis

At trial, Plaintiff presented five witnesses and forty-seven exhibits in support of her action and in defense of Federal Properties’ counterclaims. Federal Properties presented six
witnesses and 128 exhibits in support of its counterclaims and in defense of Plaintiff’s claims. Each claim by both parties will be addressed in seriatim below.  

A  

Plaintiff’s Claims  

1  

Constructive Trust  

Plaintiff seeks a constructive trust against Federal Properties with respect to her ownership in Parcel C and/or the Lincoln Property. Plaintiff argues that she paid Federal Properties for the land and to construct and maintain the home. She also argues that DeLeo and Federal Properties were so intertwined that he and his businesses were the same. Specifically, Plaintiff alleges that on or before March 15, 1983, she transferred to DeLeo approximately $74,000, roughly $40,000 of which to purchase the Lincoln Property. According to Plaintiff, she paid for the property in cash because she wanted to keep the transaction a secret from her allegedly abusive ex-husband, Vincent Cianci. She alleges that during the time of her former marriage, she was having an affair with DeLeo and remained good friends with him until his death in 2013; this relationship, Plaintiff contends, imposed a fiduciary duty on DeLeo and Federal Properties to ensure that she received ownership of the Lincoln Property.

Plaintiff further claims that the 1992 Agreement reinforces the existence of a constructive trust. Specifically, Plaintiff argues that she supplied $100,000 for construction, and that this transaction would indicate to this Court that the land had therefore already been purchased for her in 1983. Furthermore, Plaintiff claims she paid an additional $75,000 to Federal Properties

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2 Federal Properties provided deposition testimony of Kent Luther (Luther), a former co-worker and friend of Plaintiff and DeLeo, who is now deceased. This Court notes that in rendering this Decision, it has not relied on Luther’s deposition.
after 1992, but this payment was strictly for increased construction costs of the house, not for land acquisition.\(^3\) Plaintiff also argues that excluding personal items, she spent over $400,000 in expenditures on the house, and Federal Properties, although aware of these upgrades, never objected to such renovations. See Pl.’s Trial Ex. 25. For these reasons, Plaintiff seeks a constructive trust with respect to ownership of the Lincoln Property imputed against Federal Properties which, according to her, spent her money to purchase the Lincoln Property. Plaintiff also requests that she is entitled “to half the rental income on 172 and 178 School Street and the garages on Parcel C”; all together averaging approximately $21,000 per month in rent. Def.’s Trial Ex. GGG.

“The underlying principle of a constructive trust is the equitable prevention of unjust enrichment of one party at the expense of another in situations in which legal title to property was obtained by fraud or in violation of a fiduciary or confidential relationship.” Connor v. Schlemmer, 996 A.2d 98, 109 (R.I. 2010) (quoting Dellagrotta v. Dellagrotta, 873 A.2d 101, 111 (R.I. 2005)). “To demonstrate that the imposition of a constructive trust is appropriate, ‘a plaintiff is required to show by clear and convincing evidence (1) that a fiduciary duty existed between the parties and (2) that either a breach of a promise or an act involving fraud occurred as a result of that relationship.’” Id. (quoting Manchester v. Pereira, 926 A.2d 1005, 1013 (R.I. 2007)).

Based on the facts that were presented to this Court at trial, this Court finds that Plaintiff failed to prove, by clear and convincing evidence, her constructive trust claim. First, Plaintiff has failed to present clear and convincing evidence that Federal Properties owed her a fiduciary

\(^3\) As mentioned above, Federal Properties concedes that it received $169,800 from Plaintiff, the difference being a $5200 legal fee for drafting the documents which DeLeo agreed Federal Properties would pay. Therefore, the total payment that Plaintiff made after signing the 1992 Agreement was $175,000.
duty. Plaintiff has asserted a close and personal relationship that she had with DeLeo over the years, but has not presented evidence of such a relationship with Federal Properties. “The criteria for piercing the corporate veil to impose liability on non-corporate defendants vary with the particular circumstances of each case.” Nat’l Hotel Assocs. ex rel. M.E. Venture Mgmt., Inc. v. O. Ahlborg & Sons, Inc., 827 A.2d 646, 652 (R.I. 2003) (citing Doe v. Gelineau, 732 A.2d 43, 48 (R.I. 1999)). “However, ‘when the facts of a particular case render it unjust and inequitable to consider the subject corporation a separate entity’ [this Court] will not hesitate to disregard the corporate form and treat the defendant as an individual who is personally liable for the debts of the disregarded corporation.” Id. (quoting R & B Elec. Co. v. Amco Constr. Co., 471 A.2d 1351, 1354 (R.I. 1984)). “Thus, in circumstances in which there is such a unity of interest and ownership between the corporation and its owner . . . such that their separate identities and personalities no longer exist [the Court has] held that ‘[a]dherence to the principle of their separate existence would, under the circumstances, result in injustice.’” Id. (quoting Muirhead v. Fairlawn Enter., Inc., 72 R.I. 163, 172-73, 48 A.2d 414, 419 (1946)).

Here, no evidence has been presented indicating that it would be “unjust and inequitable” to consider DeLeo and Federal Properties as a separate individual and separate entity, respectively. Id. Stephen DeLeo (DeLeo’s son), Berta Raposo (Federal Properties’ bookkeeper), and Steven Gorriaran (Plaintiff’s son) all testified that DeLeo would never commit any type of fraud. See Trial Tr. 381-82, 487-89, Dec. 13, 2017 (Vol. III); Trial Tr. 267, Dec. 12, 2017 (Vol. II). Furthermore, DeLeo and other employees of Federal Properties obeyed its corporate structure by consistently reporting financial statements created by a third-party accounting firm. See Def.’s Trial Exs. HH, II, JJ. Moreover, Federal Properties always had multiple owners, and DeLeo was never its sole shareholder. See Def.’s Trial Ex. SSS.
Plaintiff—conceding that a claim for piercing the corporate veil may not suffice—argues that agency law is nonetheless applicable to find that Federal Properties owes Plaintiff a fiduciary duty in support of its constructive trust claim. In support, Plaintiff argues that as President, DeLeo was Federal Properties’ agent for business purposes, including for the purchase of the Lincoln Property. Specifically, Plaintiff cites that DeLeo personally paid for the $1000 purchase option in 1980 and that he approved all plans. Trial Tr. Vol. III, 405. Plaintiff notes that DeLeo borrowed from banks based predominately on his personal creditworthiness, that he signed the 1992 Agreement on behalf of Federal Properties, and that he personally guaranteed performance with the Promissory Note. See Trial Tr. Vol. III, 391; Def.’s Trial Ex. DD. Plaintiff also asserts that in 2008, DeLeo told workers building her sunroom that he owned the house when title was actually in Federal Properties’ name. Trial Tr. 564, Dec. 14, 2017 (Vol. IV).

Even if this Court were to consider agency law to determine whether Federal Properties owed Plaintiff a fiduciary duty in support of her constructive trust claim, there is insufficient evidence presented before this Court to prove—by clear and convincing evidence—that Federal Properties owed Plaintiff such duty. A corporation acts only through its officers and agents that are duly authorized. Bristol Cty. Water Co. v. Oliviera, 87 R.I. 356, 359-60, 141 A.2d 443, 445 (1958). The extent to which an officer’s actions are binding on the corporation is governed by the law of agency. De Pasquale v. Societa de M. S. Maria, 54 R.I. 399, 399, 173 A. 623, 624 (1934).

"An agency relationship exists when three elements coalesce: (1) the principal must manifest that the agent will act for him, (2) the agent must accept the undertaking, and (3) the parties must agree that the principal will be in control of the undertaking." Cayer v. Cox R.I.
Telecom, LLC, 85 A.3d 1140, 1143 (R.I. 2014) (quoting Rosati v. Kuzman, 660 A.2d 263, 265 (R.I. 1995)). The burden of establishing an agency relationship rests upon the party alleging it. Ward v. Trustees of New England S. Conf. of M.E. Church, 27 R.I. 262, 262, 61 A. 651, 653 (1905); see also Ferro Concrete Constr. Co. v. U.S., for Use and Benefit of Luchini, 112 F.2d 488, 490-91 (1st Cir. 1940) (quoting Owens Bottle-Machine Co. v. Kanawha, B. & T. Co., 259 F. 838, 842 (4th Cir. 1919) (“‘It is of course an elementary rule of law that a person dealing with an alleged agent is bound to ascertain his [or her] authority, and that, when suit is brought against the principal in respect of an act of such agent, the burden is upon the plaintiff to establish, not only the fact of agency, but that the act upon which he [or she] relies was within the agent’s authority.’”).

The strongest evidence of an agency relationship in this case with respect to the transactions involving the Lincoln Property is the 1992 Agreement. It was entered into between Plaintiff as the buyer and Federal Properties as the seller. Def.’s Trial Ex. DD. DeLeo signed the 1992 Agreement on behalf of Federal Properties, constituting a manifestation that DeLeo would act on its behalf with respect to that contract. See id. DeLeo accepted the undertaking by signing the 1992 Agreement on behalf of Federal Properties. See id. Lastly, based on the evidence presented before this Court, both parties agreed that the principal—Federal Properties—would be in control of the undertaking because Federal Properties was named as the Seller of the Lincoln Property. See id.

Here, DeLeo acted as an agent for Federal Properties in purchasing the Lincoln Property in 1983. Stephen DeLeo testified that in the late 1970s, DeLeo saw a development opportunity for multi-family and/or affordable housing possibly in concert with an adjacent property that Raymond Construction Company owned. See Trial Tr. Vol. III, 384-85. DeLeo then acquired
an option on the Lincoln Property from Palardy for $1000. Def.’s Trial Ex. E. On February 16, 1983, DeLeo—signing on behalf of Federal Properties—applied for a loan with Fleet Bank to purchase the Lincoln Property. See Def.’s Trial Ex. K. After Fleet Bank approved the loan, it sent a letter to DeLeo asking to return the letter if the terms of the loan were accurate; DeLeo did so and signed the letter on behalf of Federal Properties. Def.’s Trial Exs. L, O. Fleet Bank also mailed a check to Federal Properties, and Federal Properties deposited the check into its checking account at Rhode Island Hospital Trust National Bank on March 10, 1983. Def.’s Trial Ex. N. Then, six days later, Federal Properties closed on the Lincoln Property. See Def.’s Trial Ex. R. DeLeo signed Federal Properties’ check paid to the order of the Real Estate Title Insurance Company and signed the Settlement Statement between Palardy and Federal Properties in his capacity as President of Federal Properties. Def.’s Trial Exs. S, T.

Similar to the 1992 Agreement, Federal Properties manifested that DeLeo would act as an agent for itself with respect to the purchase of the Lincoln Property in 1983 based on the numerous documents and checks relevant to that transaction that DeLeo signed on behalf of Federal Properties. See Def.’s Trial Exs. K, L, O, S, T. DeLeo also accepted the undertaking by affirmatively signing those documents and checks. See id.; Sharkey v. Prescott, 19 A.3d 62, 68 (R.I. 2011) (quoting Shappy v. Downcity Capital Partners, Ltd., 973 A.2d 40, 46 (R.I. 2009)) (‘‘[I]t has long been a settled principle that a party who signs an instrument manifests his [or her] assent to it and cannot later complain that he [or she] did not read the instrument or that he [or she] did not understand its contents.’’ (internal quotation marks omitted)). Lastly, based on the evidence presented before this Court, both the agent—DeLeo—and the Principal—Federal Properties—agreed that the Principal would be in control of the undertaking because Federal Properties was named as the purchaser of the Lincoln Property. See Def.’s Trial Ex. R. Thus, on
the evidence before it, this Court finds that DeLeo acted as an agent of Federal Properties with respect to purchasing the Lincoln Property in 1983 and entering into the 1992 Agreement with Plaintiff.

However, even if DeLeo acted as an agent for Federal Properties with respect to these two transactions, Plaintiff has failed to meet her burden in proving—by clear and convincing evidence—that Federal Properties owes her a fiduciary duty. See Connor, 996 A.2d at 109.

Plaintiff alleges that a constructive trust existed as of March 1983 when she allegedly made certain payments for the purchase of the Lincoln Property. Specifically, Plaintiff claims that a constructive trust arose because she and DeLeo worked together on property developments in Florida and Rhode Island, and she often helped DeLeo and his corporate entities. See Trial Tr. 26-30, Dec. 11, 2017 (Vol. I); Def.’s Trial Ex. HHHH at ¶ 12. However, on cross-examination, Plaintiff conceded that she had no real estate investments and did not buy any real estate together with DeLeo or Federal Properties in or before March 1983. See Trial Tr. Vol. I, 144.

Furthermore, Plaintiff did not know how the property was zoned, did not do an investigation prior to the purchase of the Lincoln Property as to whether there were any environmental issues with the property, and was not present when the Lincoln Property was closed upon. See id. at 145-46; A. Salvati Masonry Inc., 151 A.3d at 749.

Furthermore, Plaintiff claims that she provided approximately $74,000 in cash and checks to purchase the entirety of the Lincoln Property. Trial Tr. Vol. I, 24. Specifically, Plaintiff testified that she gave these funds to DeLeo on or around March 15, 1983 because she received her interlocutory decree from her divorce on the same date and that she and DeLeo agreed that they did not want her ex-husband to find out about any transfer of funds. Id. at 24-25. However, as her testimony continued, Plaintiff changed the date and stated that she gave part
of the money in May of that same year. Id. at 112. She further changed the date of the transaction to April 16, 1983, after being presented with her affidavit that stated she gave the money on that date. Id. at 114. Moreover, her testimony is very unclear with regard to whether she gave $74,000 to DeLeo in 1981. Plaintiff testified that DeLeo gave her a watch on September 20, 1981; the date was engraved in the watch for the day that he gave it to her. She also testifies that she gave him money at that time, but she provides inconsistent answers with respect to the amount. At first, Plaintiff testified she did not give him $74,000 on that date in 1981 because she did not have that much money at that time. Id. at 117. However, after being presented with her deposition, she conceded that she did give DeLeo $74,000 on the same date that is engraved in the watch. Id. at 118-19.

Furthermore, Plaintiff cannot provide proof of any payments that she made to DeLeo from 1981 to 1983. Plaintiff claims that she paid a large portion of the amount in cash from a safe deposit box. Id. at 24, 119, 123, 134. However, there is no receipt of this transaction and no corroborating witness who can confirm that this large cash payment was made. See Fogarty v. Palumbo, 163 A.3d 526, 539 (R.I. 2017) (affirming dismissal of plaintiffs’ claim after holding that plaintiffs presented no evidence to support the existence of a contract to purchase the subject property). Plaintiff also concedes that she does not have a bank record or receipt showing that she gave money to DeLeo, and although she addressed that she provided checks in prior exhibits, the only checks that were identified in trial were from 1984, which was after Federal Properties purchased the Lincoln Property. Trial Tr. Vol. I, 120-21.

Additionally, this Court notes a clear inconsistency in Plaintiff’s testimony during this trial and her divorce proceeding from Vincent Cianci in 1983. During this trial, Plaintiff testified that she provided approximately $74,000 to DeLeo so that he could use Federal Properties as
Plaintiff’s nominee to purchase the Lincoln Property. See id. at 122. As Plaintiff alleged in her Third Amended Complaint and at trial, the primary purpose of this transaction was to hide money from Vincent Cianci during her ongoing divorce from him. See id. (“Q: And you did [this transaction] because you didn’t want your property interest to be revealed to your then husband, Vincent Cianci; correct? A: Correct.”).

However, on March 15, 1983, Plaintiff testified in Family Court and, under oath, was questioned about a separation agreement between her and Vincent Cianci (the Separation Agreement). See Def.’s Exs. Q, H. Plaintiff testified during the divorce proceeding that she was familiar with the terms of the Separation Agreement, that she reviewed them, and that she agreed with them. See Def.’s Ex. Q. Specifically, the Separation Agreement states the following:

“The Husband and Wife represent that each has made a full disclosure, one to the other, of all assets owned by him or her and the income derived therefrom, either in his or her own name or in conjunction with any other person or persons, or in the name of another person for the benefit of him or her at the time of the negotiation of this Agreement . . . .” Def.’s Ex. H (emphasis added).

Because Plaintiff is arguing she concealed money from her ex-husband to purchase the Lincoln Property, she either made a misrepresentation to the Family Court in 1983 or provided inaccurate testimony during this trial. Regardless, weighing these inconsistencies against her credibility also aids this Court in determining that she did not provide DeLeo with approximately $74,000 in or before 1983 to purchase the Lincoln Property. See A. Salvati Masonry Inc., 151 A.3d at 749.

courts “‘decline to read nonexistent terms or limitations into a contract’”). The only reference that it makes is that Plaintiff, in 1992, “agrees to pay the sum of Seventy Five Thousand Dollars ($75,000.00), being the full purchase price of the homesite, upon the execution of this agreement . . . .” Def.’s Trial Ex. DD. Federal Properties questions why Plaintiff would purchase a smaller portion of the Lincoln Property—for the same price nonetheless—in 1992 when she alleges that she had already purchased the entire property in 1983. Plaintiff argues that the 1992 Agreement was not for the purchase of land, but for the construction of a home on the property. Whichever argument applies, this Court notes that not a single mention of a prior payment was made in the 1992 Agreement and, perhaps most significantly, Federal Properties was listed as the seller of the homesite—indicating that they owned the subject property in question—while Plaintiff was listed as the buyer. See A.F. Lusi Constr., Inc. v. Peerless Ins. Co., 847 A.2d 254, 258 (R.I. 2004) (quoting W.P. Assocs. v. Forcier, Inc., 637 A.2d 353, 356 (R.I. 1994)) (“[I]f the contractual language is unambiguous, the intention of the parties must govern ‘if that intention can be clearly inferred from the writing and . . . can be fairly carried out in a manner consistent with settled rules of law.’”).

Further evidencing that Plaintiff did not pay for the Lincoln Property in or before 1983, on July 16, 2006, Plaintiff’s attorney sent a demand letter to DeLeo seeking completion of the 1992 Agreement. See Def.’s Trial Ex. LL. This letter does not make a demand for the entire Lincoln property nor references any payments that were made in or before 1983. See id.; Trial Tr. Vol. I, 172. There is also no mention of any payments made during that time frame in the proposed warranty deed or the proposed “Settlement and Discharge Agreement” that was attached to the demand letter. See Def.’s Trial Ex. LL. Specifically, the Settlement and Discharge Agreement set forth payments Plaintiff made as of the date of the letter; however, the
first payment listed was on April 4, 1992, and no reference to any payments from 1983 or earlier were listed. See id. The same listing of payments was provided in a Notice of Adverse Possession that Plaintiff filed on November 9, 2006, again without mention of any payment made in 1983 or earlier. See Def.’s Trial Ex. MM.

Based on this evidence presented before the Court, it hereby finds that Plaintiff has failed to meet her burden of proving—by clear and convincing evidence—that she paid approximately $74,000 to DeLeo in or before 1983 to purchase the Lincoln Property, and that she thus has failed to prove that Federal Properties owed her a fiduciary duty. See Connor, 996 A.2d at 109. Instead, the Lincoln Property transaction occurred as follows: an option agreement between DeLeo and Palardy was executed in 1980 and extended in 1981. See Def.’s Trial Exs. E, G. Once Palardy gathered all interests necessary in the Lincoln Property, Federal Properties applied for a loan with Fleet Bank. See Def.’s Trial Exs. B, C, D, K. This loan request was granted, and on March 9, 1983, Fleet Bank disbursed $175,000 to Federal Properties. See Def.’s Trial Ex. N. Federal Properties then deposited Fleet Bank’s check the next day. See Def.’s Trial Ex. U. It closed on the property on March 16, 1983, paid the title company the remainder of the purchase price, and received the warranty deed. See Def.’s Trial Exs. S, T, R. Lastly, Stephen DeLeo—in addition to testifying consistently with this documentation—demonstrated that the transaction appeared on Federal Properties’ 1983 financial statements prepared by an outside accounting firm. See Def.’s Trial Ex. V; Trial Tr. Vol. III, 387-96. Thus, this Court finds the necessary documentation was provided to prove that title transferred from Palardy to Federal Properties on March 16, 1983, and no such documentation was provided to indicate a separate transfer of funds between Plaintiff and DeLeo for the same purchase. See Carrozza v. Voccola, 962 A.2d 73, 77 (R.I. 2009) (finding that, after decedent’s father testified that he contributed part of the purchase
price to decedent’s property, there was a lack of evidence showing that decedent’s father “intended to retain a specific share of either property,” and accordingly, a resulting trust had not arisen).

Plaintiff has also provided evidence of many invoices and other expenses that she incurred over the years. See Pl.’s Trial Ex. 25. During trial, she was asked to highlight the expenses that Federal Properties was not responsible for; she vaguely identified a list of some expenses but consistently throughout stated that she could not remember if she or DeLeo was responsible for some expenses. Trial Tr. Vol. I, 194-97. Outside her testimony, there is no other documented evidence or corroborating witness that testified with respect to these particular expenses. Based on the exhibits and the vagueness in Plaintiff’s testimony, it is unclear to this Court which expenses need to be expunged and which could have been Federal Properties’ responsibility. In other words, there is no accounting or explanation that would allow this Court to reduce her claims to a sum certain.

Therefore, title of the Lincoln Property belonged to Federal Properties based on the March 16, 1983 transaction, and Federal Properties did not owe a fiduciary duty to Plaintiff. For these reasons, then, Plaintiff has failed to meet her burden in proving her constructive trust claim.

2

Breach of Contract and Specific Performance

Plaintiff next contends that the 1992 Agreement “provided for conveyance of Parcel C and the house as well as enforcement of the $100,000 plus advances Promissory Note with interest upon default.” Plaintiff also argues that DeLeo told her and her son that if he did nothing further about the Lincoln Property, it would all go to Plaintiff upon his death. On each occasion when DeLeo became ill over the years, Plaintiff argues that she inquired about the status of the
Lincoln Property with him, and they agreed on more time to complete the development. Specifically, Plaintiff contends that a cardiac catheterization in 1998, laminectomy and second cardiac catheterization in 2000, a third cardiac catheterization in 2005, a prenuptial discussion regarding Plaintiff’s marriage to her now-husband Keven McKenna and settlement meeting in 2009, and a telephone call between Plaintiff’s son and DeLeo in 2012 were all situations where DeLeo spoke about the 1992 Agreement and thereby extended it. According to Plaintiff, because of these numerous extensions over the years, the statute of limitations did not start running until 2012, and accordingly, she can still bring suit against Federal Properties under the 1992 Agreement.

Despite the breaches in the 1992 Agreement, which Federal Properties concedes, Plaintiff argues that up until 2014, it met the contractual requirement that it pay for property taxes and water service charges as well as lawn and grounds maintenance. See Def.’s Trial Ex. DD. In addition to seeking damages, Plaintiff also seeks specific performance; namely, that Federal Properties give her the deed to the house. She argues that it has been her home for twenty-four years and that DeLeo, family, friends, and town officials recognized it as hers. Furthermore, she designed the interior and, according to Plaintiff, the property was customized for her by Federal Properties and its affiliate, Raymond Construction Company, with DeLeo’s input and imprimatur.

Federal Properties concedes that a contract was formed, but raises a number of affirmative defenses, including the statute of limitations; laches; waiver and/or abandonment; impossibility, impracticability and/or frustration of purpose; and mutual mistake. Federal Properties also notes that because the 1992 Agreement was drafted by Plaintiff’s attorney at the time, all ambiguities must be interpreted against her.
“Statutes of limitations ‘are designed to promote justice by preventing surprises through the revival of claims that have been allowed to slumber until evidence has been lost, memories have faded, and witnesses have disappeared.’” *Hyde v. Roman Catholic Bishop of Providence*, 139 A.3d 452, 464 (R.I. 2016) (quoting *Ryan v. Roman Catholic Bishop of Providence*, 941 A.2d 174, 181 (R.I. 2008)). “[T]he right to be free of stale claims in time comes to prevail over the right to prosecute them.” *Id.* (quoting *Anthony v. Abbott Labs.*, 490 A.2d 43, 49 (R.I. 1985) (Weisberger, J., dissenting)). Essentially, statutes of limitations are “the product of a balancing of the individual person’s right to seek redress for past grievances against the need of society and the judicial system for finality—for a closing of the books.” *Id.* (quoting *Ryan*, 941 A.2d at 181).

Section 9-1-13(a) of the Rhode Island General Laws states that “all civil actions shall be commenced within ten (10) years next after the cause of action shall accrue, and not after.” G.L. 1956 § 9-1-13(a).4 “As a general matter, ‘a cause of action accrues and the applicable statute of limitations begins to run at the time of the injury to the aggrieved party.’” *Am. States Ins. Co. v. LaFlam*, 69 A.3d 831, 840 (R.I. 2013) (quoting *Hill v. R.I. State Emps.’ Ret. Bd.*, 935 A.2d 608, 616 (R.I. 2007)). Federal Properties notes that the 1992 Agreement called for it to create a

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4 This Court notes that the Promissory Note to the 1992 Agreement is contradictory regarding which state’s law applies. First, the Promissory Note states that the governing law is the law of Florida, but that the place of execution is the maker’s address. See Def.’s Trial Ex. EE. The maker’s address, Federal Properties, is 328 High Street, Bristol, Rhode Island 02809, as listed in the Promissory Note. *Id.* However, based on its finding below, this Court need not address this choice of law issue because the application of either Florida or Rhode Island’s statute of limitations will not have an effect on this Court’s determination. See *Avco Corp. v. Aetna Cas. & Sur. Co.*, 679 A.2d 323, 330 (R.I. 1996) (holding that plaintiff’s choice-of-law contention was “feckless” because trial justice’s finding would have been the same regardless of which law applied); see also *Nat’l Refrigeration, Inc. v. Standen Contracting Co., Inc.*, 942 A.2d 968, 973-74 (R.I. 2008) (“A motion justice need not engage in a choice-of-law analysis when no conflict-of-law issue is presented to the court.”). For simplicity, however, this Court will apply Rhode Island’s statute of limitations for civil actions.
company called “Golfside Estates” within ninety days of the contract being executed, and that within that same time period, it was to convey title to Parcel C to Golfside Estates. Def.’s Trial Ex. DD. The ownership of Golfside Estates was to be held in escrow by Plaintiff’s attorney at the time pending subdivision of the property. Id. Federal Properties concedes that it did not perform this part of the 1992 Agreement, and therefore, the 1992 Agreement was breached in July 1992. Federal Properties also indicates that the 1992 Agreement required Parcel C to be subdivided within two years of its execution, and if the parcel was not subdivided within that time, title to Parcel C and the shares of Golfside Estates would transfer to Plaintiff. Id. Federal Properties also concedes that the subdivision of Parcel C did not occur within that time frame, and therefore, the 1992 Agreement was breached again in April 1994. Accordingly, the statute of limitations began to run on April 15, 1994, and Plaintiff had ten years to bring a cause of action against Federal Properties, which ran on April 15, 2004. See Blue Ribbon Beef Co., Inc. v. Napolitano, 585 A.2d 67, 69 (R.I. 1991) (finding plaintiff’s civil action accrued for statute-of-limitations purposes on the date when its lawful possession of the premises terminated under its original lease). Plaintiff failed to bring this cause of action within ten years of April 15, 2004; she did not sue Federal Properties until 2013.

the burden of proving that the original terms of the contract did not expire and that the parties agreed to new terms.” *Id.* Furthermore, “‘the party alleging the modification must show that the parties demonstrated both subjective and objective intent to be bound by the new contract’s terms.’” *GBM Acquisitions, Inc. v. Adams*, 823 A.2d 1121, 1124 (R.I. 2003) (quoting *Fondedile, S.A. v. C.E. Maguire, Inc.*, 610 A.2d 87, 92 (R.I. 1992)). Generally, a contractual relationship between parties can be altered or modified only by mutual agreement of the parties supported by consideration. *U.S. v. Pub. Utils. Comm’n*, 635 A.2d 1135, 1144 (R.I. 1993) (citing *Angel v. Murray*, 113 R.I. 482, 492, 322 A.2d 630, 636 (1974)).

Based on the facts before this Court, Plaintiff has not met her burden in proving that there were oral modifications to extend the deadlines in the 1992 Agreement. First, Plaintiff expressed difficulty in remembering the dates and years when the extensions were made. She would sometimes try to link the timing of the extensions with actual events, but, even then, she was inaccurate. *See* Trial Tr. Vol. I, 55-59. For example, Plaintiff claimed that the first extensions were granted around 1987 or 1988, which was years before the 1992 Agreement was even executed. *See id.* at 52. Additionally, Plaintiff would attempt to pinpoint these extensions with time periods of when DeLeo would have medical procedures, but when she was asked if she could place dates on those procedures, she stated that she would have to “look it up.” *Id.* at 55. When she did discuss these extensions, she only testified to them in very broad terms and described vague promises that DeLeo made to her of his intent to develop the Lincoln Property at a later time.

Additionally, Stephen DeLeo and Dr. Julia DeLeo—DeLeo’s treating physician—testified that his health did not prevent him from attending to the subdivision of Parcel C. *See* Trial Tr. Vol. III, 420-22; Vol. IV, 572. Moreover, the alleged oral extensions—like the
payments made to DeLeo in or before 1983—are never referenced in the 2006 demand letter or its attachments. See Def.’s Trial Ex. LL. No reference to any extension is made in the November 2006 Notice of Adverse Possession either. See Def.’s Trial Ex. MM. Furthermore, Steven Gorriaran, Plaintiff’s son, testified that in 2009 a meeting took place between himself, Plaintiff, her attorney, and DeLeo to discuss Plaintiff’s status of her residence. Trial Tr. Vol. II, 248-53; 259. Gorriaran testified that he told DeLeo that Federal Properties defaulted on the 1992 Agreement. See id. at 259. Importantly, DeLeo never mentioned to Gorriaran that there was an extension in place or that the 1992 Agreement had been amended. See id. Furthermore, Plaintiff also testified that Federal Properties did not enter into an extension amendment to the 1992 Agreement as a result of the 2009 meeting. See id. at 208-09. Federal Properties also does not have any correspondence, phone logs, emails, or other documentary evidence indicating that the 1992 Agreement was extended, either orally or written. See Sturbridge Home Builders, Inc., 890 A.2d at 66 (holding that plaintiff failed to produce any evidence that the parties agreed to waive “the stop-work order [and] cease-and-desist order requirement[s] to delay the performance dates set forth in the contract,” and that “the beliefs and understandings of plaintiff are simply not enough”).

Based on Plaintiff’s vague and inaccurate testimony and the evidence presented, this Court finds that Plaintiff has failed to meet her burden of proving that oral extensions to the 1992 Agreement were made. It is well settled that our Supreme Court recognizes a “policy of applying statutes of limitations stringently, thereby encouraging litigants to bring their actions during the required period.” Mass. Mut. Life Ins. Co. v. Strickland, 667 A.2d 1267, 1268 (R.I. 1995) (Mem.); see also Anthony, 490 A.2d at 47 (quoting Romano v. Westinghouse Elec. Co., 114 R.I. 451, 461, 336 A.2d 555, 560 (1975)) (“[T]he policy behind a statute of limitations is to
prevent a plaintiff from gaining an unfair advantage by carelessly or willfully sleeping on [her] rights . . . .”). For the foregoing reasons, this Court finds that because no oral extensions to the 1992 Agreement were made, Plaintiff had to, based on this jurisdiction’s ten-year statute of limitations for civil actions, bring suit by April 15, 2004. Because this time has long passed, Plaintiff’s claims for breach of contract and her request for specific performance and damages are time barred. Consequently, Plaintiff’s claim for this Court to enforce the Promissory Note attached to the 1992 Agreement is also time barred as well. Therefore, Plaintiff’s claim for breach of contract must be dismissed.5

3

Unjust Enrichment

Plaintiff next asserts that Federal Properties has been unjustly enriched. Specifically, Plaintiff alleges in her Complaint that she provided funds to Federal Properties to purchase the Lincoln Property; that Federal Properties refused to provide Plaintiff with a valid deed; that Federal Properties failed to subdivide and/or develop the properties and to share the net equity; and that as a result, Federal Properties unjustly enriched itself at the expense and to the detriment of Plaintiff in an amount equal to the current full market value of Parcels A and B and all net profits derived from those rental properties since 1983. Pl.’s Compl. ¶¶ 108-111.

“It is well established that ‘[r]ecovery for unjust enrichment is predicated upon the equitable principle that one shall not be permitted to enrich himself [or herself] at the expense of another by receiving property or benefits without making compensation for them.’” S. Cty. Post & Beam, Inc., 116 A.3d at 213 (quoting Emond Plumbing & Heating, Inc. v. BankNewport, 105 A.3d 85, 90 (R.I. 2014)). “‘Under Rhode Island law, unjust enrichment is not simply a remedy

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5 Because Federal Properties’ statute of limitations defense has succeeded, this Court need not rule on the validity of Federal Properties’ remaining affirmative defenses.
in contract . . . but can stand alone as a cause of action in its own right.”” Cote v. Aiello, 148 A.3d 537, 550 (R.I. 2016) (quoting Dellagrotta, 873 A.2d at 113). To recover on an unjust enrichment claim, Plaintiff must prove the following: “(1) that . . . she conferred a benefit upon the party from whom relief is sought; (2) that the recipient appreciated the benefit; and (3) that the recipient accepted the benefit under such circumstances ‘that it would be inequitable for [the recipient] to retain the benefit without paying the value thereof.’” Dellagrotta, 873 A.2d at 113 (quoting Bouchard v. Price, 694 A.2d 670, 673 (R.I. 1997)). Therefore, “‘unjust enrichment focuses on the propriety of a payee or beneficiary retaining funds or a benefit . . . .’” Process Eng’rs & Constructors, Inc. v. DiGregorio, Inc., 93 A.3d 1047, 1052 (R.I. 2014) (quoting Parnoff v. Yuille, 139 Conn. App. 147, 154, 57 A.3d 349, 355 n.7 (2012)).

As this Court has already ruled, Plaintiff has failed to meet her burden in proving that she paid DeLeo approximately $74,000 in or before 1983 to purchase the Lincoln Property. As a result, any claim for unjust enrichment with respect to this alleged transaction and Federal Properties’ alleged failure to transfer a deed to Plaintiff is denied. Accordingly, Plaintiff also cannot recover any rent from Parcels A and B. Evidence has been presented of the current fair market value of the Lincoln Property and Parcel C, but it is still unclear what the fair market value was either before or at the time when Plaintiff moved into the home on Parcel C. And as this Court ruled above, Plaintiff’s testimony and evidence with regard to the expenses that she has paid for the house are unclear with regard to which expenses need to be expunged and which could have been Federal Properties’ responsibility. See Trial Tr. Vol. I, 194-97; Pl.’s Trial Ex. 25.

Lastly, this Court will not award unjust enrichment for any payment that Plaintiff made under the 1992 Agreement. Even though Plaintiff may have conferred the payments to Federal
Properties as a benefit, and Federal Properties accepted these payments, it is not inequitable for Federal Properties to retain this benefit because Plaintiff could have recovered the same damages had she timely brought suit under her breach of contract claim. See *Arena v. City of Providence*, 919 A.2d 379, 395 (R.I. 2007) (quoting *Puleio v. Vose*, 830 F.2d 1197, 1203 (1st Cir. 1987)) ("‘The law ministers to the vigilant not to those who sleep on perceptible rights.’"); *DiLuglio v. Providence Auto Body, Inc.*, 755 A.2d 757, 774 (R.I. 2000) (citing *O’Reilly v. Town of Glocester*, 621 A.2d 697, 702 (R.I. 1993)) ("[W]hen parties sit idly on their known rights, equity will follow their example."); see also *In re Valente*, 360 F.3d 256, 266 n.7 (1st Cir. 2004) (quoting *Cassell v. Taylor*, 243 F.2d 259, 261 (D.C. Cir. 1957)) ("In those instances where the court has concurrent jurisdiction to grant either equitable or legal relief in the enforcement of the asserted obligation, equity follows the law and the equitable remedy will be withheld if the local statute of limitations would bar the concurrent legal remedy."). For the foregoing reasons, then, this Court finds in favor of Federal Properties and dismisses Plaintiff’s unjust enrichment claim.

B

Federal Properties’ Counterclaims

1

Slander of Title

Federal Properties alleges that Plaintiff’s recordings of the notice of adverse possession, *lis pendens*, and the Quitclaim Deeds slandered the title of Parcel C owned by Federal Properties. In addition to seeking compensatory damages on this claim, Federal Properties also asserts punitive damages as well. “To prevail in a slander of title action, a [defendant] must prove by a preponderance of the evidence: ‘(1) that the alleged wrongdoer uttered or published a false statement about the [defendant’s] ownership of real estate; (2) that the uttering or publishing was
malicious [;] and (3) that the [defendant] suffered a pecuniary loss as a result.”” Carrozza v. Voccola, 90 A.3d 142, 151-52 (R.I. 2014) (quoting Beauregard v. Gouin, 66 A.3d 489, 494 (R.I. 2013)). “‘The malice required [for a slander of title claim] is not malice in its worst sense . . . but rather an intent to deceive or injure;’ malice ‘is established by [a] showing that a party made a false statement, with full knowledge of its falsity, for the purpose of injuring the complainant(s).’” Id. at 152 (quoting Arnold Road Realty Assocs., LLC v. Tiogue Fire Dist., 873 A.2d 119, 126 (R.I. 2005)). Furthermore, “‘express malice need not be proved . . . and may properly be inferred from the language used or the character of the act committed.’” Id. (quoting Peckham v. Hirschfeld, 570 A.2d 663, 667 (R.I. 1990)).

Importantly, our Supreme Court noted that “malice may not properly be inferred from the ‘mere fact that a person asserts a claim to the property that is unfounded.’” Id. (quoting Peckham, 570 A.2d at 667). “The ‘[defendant] must also show that the [plaintiff] could not honestly have believed in the existence of the right he [or she] claimed, or at least that he [or she] had no reasonable or probable cause of believing so.’” Id. (quoting Peckham, 570 A.2d at 667). In Carrozza, the Rhode Island Supreme Court found that a decedent’s father exhibited malice for filing notices of lis pendens on property that the decedent had owned. Id. at 154. Specifically, the decedent’s father gave two separate and inconsistent accounts relative to the transfer of the property to the decedent; the trial court found neither of these stories to be true and considered his entire testimony “a knowing fabrication.” Id. Additionally, the father had transferred the subject properties to the decedent in order to protect his interest in them in case a claim was filed against him. Id. Lastly, the trial justice detected “one shining moment of truth” when the father conceded that the reason he filed the lis pendens was to seek recovery of money from the decedent after the decedent sold a separate property—to which he had full title to—without his
father’s knowledge. *Id.* Based on these findings of fact, the Rhode Island Supreme Court upheld
the trial court’s decision and found the decedent’s father liable for slander of title. *Id.* at 157-58;
*see also Montecalvo v. Mandarelli*, 682 A.2d 918, 925 (R.I. 1996) (holding that “a lis pendens
may not be used as a substitute for an attachment to collect an alleged indebtedness”); *DeLeo v.
pendens* with the purpose of thwarting the development of the property was malicious).

Here, with respect to the notice of adverse possession and *lis pendens*, this Court finds
that Federal Properties is relying on the mere fact that Plaintiff is asserting a claim to the
property that is unfounded. *See Carrozza*, 90 A.3d at 152. There was no evidence presented that
Plaintiff filed these documents to secure or collect indebtedness against Federal Properties, nor is
there any evidence presented that she filed the documents to thwart the development of the
Lincoln Property. *See id.* at 154; *Montecalvo*, 682 A.2d at 925; *DeLeo*, 546 A.2d at 1346-47.
Importantly, this Court finds that Plaintiff’s testimony—although vague and forgetful at times\(^6\)—
does not equate with the decedent’s father’s testimony in *Carrozza* that was labeled as a
“knowing fabrication.” *Carrozza*, 90 A.3d at 154. Plaintiff testified—consistently throughout
trial—that when she filed the notice of adverse possession and *lis pendens*, she believed she
always owned the property and had owned it since 1983. *See* Trial Tr. Vol. II, 214-16. She even
scheduled a meeting in 2009 with DeLeo to discuss the status of her ownership in the Lincoln
Property. Trial Tr. Vol. II, 248-53; 259. Additionally, Plaintiff filed numerous exhibits of
invoices, insurance payments, and other bills and expenses that she paid over the years with
respect to her house, which support her credible testimony that she reasonably believed that she

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\(^6\) This Court also finds that the reason Plaintiff’s testimony appeared vague and forgetful is
because she was testifying to alleged events that had occurred decades prior. Had Plaintiff filed
this case within the statute of limitations period, it is possible that she could have remembered
more, and her testimony would have been clearer.
owned the Lincoln Property. See, e.g., Pl.’s Trial Exs. 26-30; 39. Although it was improper for Plaintiff to file the notice of adverse possession on the Lincoln Property, Federal Properties still must prove that such conduct reached the level of malice as described above. Considering Plaintiff’s credibility, along with well-settled slander of title cases decided by our Supreme Court, this Court finds that Plaintiff filed the notice of adverse possession and lis pendens in good faith and therefore finds in her favor with respect to Federal Properties’ counterclaim for slander of title on these two documents.⁷

Alternatively, this Court finds that Federal Properties has proven malice with respect to Plaintiff’s recording the Quitclaim Deeds on the Lincoln Property on July 31, 2014 and August 7, 2014. These Quitclaim Deeds were recorded during the pendency of this litigation, without the Court’s permission, and without Federal Properties’ knowledge. Furthermore, the Quitclaim Deeds are troubling because Plaintiff lists herself as both the grantor and grantee of the transaction. If the Court were to accept her factual assertions, this transaction would be completely unnecessary and have no purpose other than to cloud the title since she would have always been the owner of the Lincoln Property. See Carrozza, 90 A.3d at 152 (quoting Arnold Road Realty Assocs., LLC, 873 A.2d at 126) (“The malice required [for a slander of title claim] is not malice in its worst sense . . . but rather an intent to deceive or injure . . . .” (emphasis added) (internal citations omitted)). Accordingly, this Court finds that Plaintiff did slander

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⁷ This Court—in finding that the notice of adverse possession should have never been recorded on the Lincoln Property—also finds that this document is invalid and the lis pendens is no longer necessary based on the findings of fact in this Decision. The recording of such documents could have rendered the Lincoln Property unmarketable, and to make a ruling without addressing their validity would likely hinder injustice upon Federal Properties. See, e.g., Montecalvo, 682 A.2d at 924 (“[T]he practical effect of filing a lis pendens may well be to render the property unmarketable during the pendency of the underlying dispute.”); Trial Tr. Vol. III, 477.
Federal Properties’ title to the Lincoln Property when the Quitclaim Deeds were recorded in 2014.

This Court also notes that the Quitclaim Deeds are still recorded on the Lincoln Property pursuant to the Consent Order that the parties entered into with this Court. See Def.’s Trial Ex. AAA (“[The] legal status of said Quitclaim Deeds shall be held in abeyance pending final resolution of Rhode Island Superior Court action C.A. 13-4415.”). Therefore, Federal Properties is entitled to compensatory damages from July 31, 2014—when the first Quitclaim Deed was recorded—to the present, as well as any attorneys’ fees and costs for removing these Quitclaim Deeds. See Carrozza, 90 A.3d at 152 (confirming trial court’s calculation of compensatory damages on slander of title claim as the difference in the value of properties at the time when the properties were at their highest value during the period in which they were subject to lis pendens and the time when the lis pendens was removed); Peckham, 570 A.2d at 668 (affirming jury’s consideration of awarding plaintiff compensatory damages in employing an attorney to litigate action to clear title to subject property). Federal Properties has provided sufficient evidence of the legal costs related to the 2014-filed Quitclaim Deeds, which amounts to $11,974.82 without prejudgment interest. Furthermore, Federal Properties has complied with the requirements set forth by our Supreme Court and provided a sworn affidavit from Attorney Matthew T. Oliverio—an attorney who does not represent the parties in this action—to confirm the reasonableness of legal costs related to the Quitclaim Deeds. See Tri-Town Constr. Co., Inc. v. Commerce Park Assocs. 12, LLC, 139 A.3d 467, 480 (R.I. 2016); Def.’s Post-Trial Mem., App. B. Upon reviewing Attorney Oliverio’s sworn affidavit, this Court finds it to be “competent evidence” from independent counsel, and this affidavit, along with the time sheets, reveal that the legal costs related to the Quitclaim Deeds were reasonable. See Tri-Town Constr. Co., 139
A.3d at 480. Therefore, this Court will award Federal Properties $11,974.82 in legal costs related to the Quitclaim Deeds.

This Court is willing to entertain, if Federal Properties wishes to pursue, an evidentiary hearing to determine the amount of compensatory damages for Plaintiff’s slander of Federal Properties’ title. Accordingly, this Court will reserve decision on the issue of punitive damages until the compensatory damages hearing has been held. See Albanese v. Town of Narragansett, 135 A.3d 1179, 1191 (R.I. 2016) (quoting Pier House Inn, Inc. v. 421 Corp., 812 A.2d 799, 803 (R.I. 2002)) (“Punitive damages are available to a [party] ‘only when a[n] [opposing party’s] conduct requires deterrence and punishment over and above that provided in an award of compensatory damages, such as when a[n] [opposing party] act[s] with malice or in bad faith.’”).

2

Trespass

Federal Properties also asserts a counterclaim for trespass against Plaintiff. Specifically, Federal Properties sent Plaintiff a notice to quit on July 17, 2014, which directed her to “vacate and remove [her] property and personal possessions” from the Lincoln Property. Def.’s Trial Ex. YY. According to Federal Properties, Plaintiff has not complied and, as a result, has been a trespasser since that time. Federal Properties claims that Plaintiff’s noncompliance has prevented Federal Properties from collecting the fair market value of rent from Parcel C; it has also paid taxes and utilities during Plaintiff’s trespass—from July 17, 2014 through October 23, 2014—for which Plaintiff derived a benefit from her wrongful occupation of Parcel C.

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8 In addition to this finding, this Court also finds that the Quitclaim Deeds are invalid.
A trespasser is “‘[o]ne who intentionally and without consent or privilege enters another’s property.’” Burton v. State, 80 A.3d 856, 861 (R.I. 2013) (quoting Bennett v. Napolitano, 746 A.2d 138, 141 (R.I. 2000)). Moreover, a trespasser “‘enters upon the property of another without any right, lawful authority, or express or implied invitation, permission, or license, not in performance of any duties to the owner, but merely for his own purpose, pleasure or convenience.’” Bennett, 746 A.2d at 141 (quoting Ferreira v. Strack, 652 A.2d 965, 969 (R.I. 1995)).

Upon review of the evidence before it, this Court finds that Plaintiff trespassed on the Lincoln Property from July 17, 2014 to October 23, 2014. Specifically, on July 17, 2014, Federal Properties served Plaintiff with the notice to quit. However, on October 23, 2014, the parties agreed to a Consent Order, pursuant to which Plaintiff “[was] permitted to live in the house located on Plat 33 Lot 10. Plaintiff shall be responsible for taxes and utilities for Lot 10 pending the resolution.” Def.’s Trial Ex. AAA. The Consent Order also stated that the parties’ actions “going forward pursuant to this agreement shall not be used in any way as indicia of ownership and shall not be admissible as evidence,” and that Federal Properties would “continue to mow lawns and driveway at Plat 33, Lot 10.” Id. Both parties also agreed that neither party would convey or further encumber the Lincoln Property without further order from this Court. Id. Based on this Consent Order, then, any claim to damages that Federal Properties seeks with respect to their trespass claim ends on October 23, 2014, for it consented to Plaintiff living on the Lincoln Property until a resolution is reached in this case.

However, Federal Properties can seek damages from the day the notice to quit was filed—July 17, 2014—to the day the Consent Order was entered—October 23, 2014. During

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9 Federal Properties’ Exhibit AAA—*i.e.* the Consent Order—has been admitted in full.
that time frame, Federal Properties paid Lincoln real estate taxes, sewer use taxes, fire taxes, water bills, National Grid Electric bills, National Grid Gas bills, and Narragansett Bay Commission sewer use bills. See Def.’s Closing Brief Appendix A. Without prejudgment interest, Federal Properties paid—from July 17, 2014 to October 23, 2014—$1945.35 in real estate taxes, $26.85 in sewer use taxes, $123.80 in fire taxes, $78.49 in water bills, $277.64 in National Grid Electric bills, $228.90 in National Grid Gas bills, and $120.68 in Narragansett Bay Commission sewer use bills; these expenses, without prejudgment interest, total $2801.71. Id. Therefore, this Court finds that for trespassing from July 17, 2014 to October 23, 2014, Plaintiff must pay $2801.71 in utilities and taxes on the Lincoln Property.

This Court also finds that Federal Properties’ expert, Peter M. Scotti, was credible when he testified regarding the market rent of Parcel C on the Lincoln Property. See Trial Tr. Vol. IV, 542-45; Def.’s Trial Ex. VVV. Based on his calculations, this Court finds that without prejudgment interest, Federal Properties could have collected the following rent: $845.00 from July 17, 2014 to July 31, 2014; $1872.00 for August 2014; $1872.00 for September 2014; and $1388.90 from October 1, 2014 to October 23, 2014. These amounts—without prejudgment interest—total $5977.90 in unrealized rent that Federal Properties could have collected during that time when Plaintiff was trespassing on the Lincoln Property. See Dellagrotta, 873 A.2d at 113 (requiring defendant to compensate plaintiffs for the fair rental value of her use and occupation of property after receiving notice to quit through the time of trial was appropriate). Therefore, this Court finds that for trespassing on the Lincoln Property from July 17, 2014 to October 23, 2014, Plaintiff owes Federal Properties $2801.71 in utilities and taxes on the Lincoln Property as well as $5977.90 in rent.
Use and Occupancy

Federal Properties next seeks rent due for Plaintiff’s use and occupancy of the Lincoln Property from 1994 to the present. Specifically, Stephen DeLeo, President of Federal Properties, testified that a *de facto* tenancy relationship arose almost immediately upon Plaintiff moving to 182 School Street, and that from 1983 to October 23, 2014, Federal Properties paid taxes, maintenance, utilities and all other costs associated with the Lincoln Property. Plaintiff, on the other hand, argues that she is the owner of Parcel C, was never asked for rent, and that unlike the other tenants on Parcels A and B, she was given no lease to the Lincoln Property. See Pl.’s Trial Exs. 8-11.

The Residential Landlord and Tenant Act “applies to, regulates and determines rights, obligations, and remedies under a *rental agreement*, wherever made, for a dwelling unit located within this state.” *Dellagrotta*, 873 A.2d at 112 (quoting § 34-18-7). “The act defines ‘rental agreement’ as ‘all agreements, written or oral, and valid rules and regulations . . . embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises, and also includes any terms required by law.’” *Id.* (quoting § 34-18-11(14)).

Based on the evidence before this Court, it is clear that there was no express lease or rental agreement between Federal Properties and Plaintiff. The remaining option for Federal Properties to claim prior rent from Plaintiff would be to establish an implied-in-fact contract between itself and Plaintiff. *See id.; see also Roukous v. De Graft*, 40 R.I. 57, 57, 99 A. 821, 822 (1917). “An implied-in-fact contract ‘is a form of express contract wherein the elements of the contract are found in and determined from the relations of, and the communications between the parties, rather than from a single clearly expressed written document.’” *Cote*, 148 A.3d at 545.
(quoting Marshall Contractors, Inc. v. Brown Univ., 692 A.2d 665, 669 (R.I. 1997)). "The difference between an express contract and an implied-in-fact contract is simply the manner by which the parties express their mutual assent." Id. (quoting Marshall Contractors, Inc., 692 A.2d at 669). To be enforceable, an implied-in-fact contract "must contain all [of] the elements of an express contract," which are "mutual agreement, and intent to promise, but the agreement and the promise have not been made in words and are implied from the facts." Id. (quoting Bailey v. West, 105 R.I. 61, 64, 249 A.2d 414, 416 (1969)). In determining whether these elements exist, this Court will look to the parties’ conduct, actions, and correspondence. Id. (quoting Marshall Contractors, Inc., 692 A.2d at 669).

Here, Stephen DeLeo testified that Federal Properties performed maintenance on the Lincoln Property and would respond to Plaintiff’s requests for work around her home, such as general landscaping, snowplowing, and leaf clean up. Trial Tr. Vol. III, 410-11. He also stated that except for the fact that Plaintiff was not paying rent, Federal Properties treated her like a tenant on the property. Id. However, aside from these facts, there is no other evidence indicating that there was a landlord-tenant relationship in place between Federal Properties and Plaintiff. Plaintiff never sent monthly checks to Federal Properties, nor was there any evidence of an unsigned or undelivered rental agreement which terms contained agreed-upon rent between the parties. See Dellagrotta, 873 A.2d at 112-13 (citing Marshall Contractors, Inc., 692 A.2d at 669; Sec. 34-18-16). Furthermore, there was no meeting of the minds in this case for a rental agreement. The 1992 Agreement contains language that expresses a purchase and sale agreement, rather than the existence of a landlord-tenant relationship. For instance, Federal Properties is referred to as the “Seller” and Plaintiff as the “Buyer”; Plaintiff agreed to pay $75,000, which was “the full purchase price of the homesite”; and if Federal Properties did not
complete the subdivision of the property within two years of the date of execution, Golfside Estates was to “transfer by warranty deed all right, title and interest free and clear in Parcel C[.]” Def.’s Trial Ex. DD (emphases added).

Moreover, although in Dellagrotta the defendants paid all expenses, including taxes and insurance, on the Lincoln Property, the conduct and actions by DeLeo and Plaintiff over the years did not create a tenancy relationship between Plaintiff and Federal Properties. DeLeo and Plaintiff were very close friends throughout their life, and at one point even had a romantic relationship. Trial Tr. Vol. I, 10. To stay away from her allegedly abusive ex-husband in Providence, Plaintiff and DeLeo agreed to build a home on the Lincoln Property for her. See id. at 135-36. Furthermore, DeLeo told Plaintiff, her sons, and Plaintiff’s husband that he did not have to do anything; specifically, that “[i]f I do nothing, she [Plaintiff] gets it all. So let it be.” Id. at 39; see also Trial Tr. Vol. II, 254-55. The failure to enforce and comply with the 1992 Agreement over the past twenty years also evidences this close relationship between Plaintiff and DeLeo. Trial Tr. Vol. II, 254. Federal Properties also acted in conformance with DeLeo and Plaintiff’s intentions over the years by not charging Plaintiff any rent and paying for taxes and other utilities on the property. See Trial Tr. Vol. III, 410-11; Opella v. Opella, 896 A.2d 714, 720 (R.I. 2006) (quoting Mills v. R.I. Hosp., 828 A.2d 526, 528 (R.I. 2003) (mem.) (“For either an express or implied contract, ‘a litigant must prove mutual assent or a meeting of the minds between the parties.’”) (internal quotation marks omitted)). Additionally, Plaintiff also pays a homeowner’s policy—not a renter’s policy—on the Lincoln Property. Trial Tr. Vol. I, 62. Therefore, based on the preceding evidence, this Court finds that there was no implied-in-fact
rental agreement between Federal Properties and Plaintiff. For this reason, Federal Properties is not entitled to rent for Plaintiff’s use and occupancy of the Lincoln Property.\textsuperscript{10}

4

Unjust Enrichment

Federal Properties next argues that Plaintiff has been unjustly enriched over the past twenty years. Specifically, Federal Properties claims that Plaintiff has lived free from rent, utilities, maintenance, the need to seek gainful employment, and other monetary concerns. Federal Properties also alleges that Plaintiff sat on her rights during this entire time, secretly clouding the title to the Lincoln Property and waiting for DeLeo to pass so she could bring suit.

Based on the evidence before this Court, Federal Properties cannot meet its burden to claim unjust enrichment. The evidence presented establishes that Federal Properties conferred a benefit upon Plaintiff by paying for taxes, utilities, and maintenance of the Lincoln Property and Parcel C. See Dellagrotta, 873 A.2d at 113-14. Additionally, it is clear that Plaintiff appreciated the benefit of the payment of these expenses, for otherwise, she would have had to pay for them. See id. However, whether it would be inequitable to retain such a benefit is an element that this Court cannot find in Federal Properties’ favor. As the 1992 Agreement stated:

“Whereas, the Seller [Federal Properties] shall continue paying all assessments for real estate taxes as may be imposed by the Town of Lincoln from time to time excepting for the pro-ration [sic] of real estate taxes and such water services charges as they may apply to the residential structure upon completion.” Def.’s Trial Ex. DD.

\textsuperscript{10} This Court, in making this determination, again notes that Plaintiff has failed to meet her burden that she paid any money for the Lincoln Property in or before 1983, and that any cause of action under the 1992 Agreement is barred based on the statute of limitations. Thus, in ruling in favor of Plaintiff on Federal Properties’ counterclaim for use and occupancy, this Court is not also ruling that Plaintiff is an owner of Parcel C or any portion of the Lincoln Property.
Federal Properties agreed to this provision and continued making such payments for Plaintiff until 2014—long after Plaintiff’s home had been built and the 1992 Agreement had been breached, and later rendered unenforceable due to the statute of limitations. Additionally, the 1992 Agreement also required Federal Properties to maintain the grounds and provide access of the Lincoln Property until Golfside Estates was created. Def.’s Trial Ex. DD. Federal Properties breached the agreement when, *inter alia*, Golfside Estates was never created; however, it was still providing lawn and grounds maintenance in accordance with this provision until 2014.

Moreover, Federal Properties cannot seek unjust enrichment when it has “unclean hands.” “The doctrine of unclean hands constitutes an affirmative defense.” *Kingston Hill Acad. v. Chariho Reg’l Sch. Dist.*, 21 A.3d 264, 270 (R.I. 2011) (citing *Martellini v. Little Angels Day Care, Inc.*, 847 A.2d 838, 842 (R.I. 2004)). “However, ‘[i]t is only when the [defendant’s] improper conduct is the source, or part of the source, of [its] equitable claim, that [it] is to be barred because of this [bad] conduct.’” *Id.* (quoting *Martellini*, 847 A.2d at 842). “‘What is material is not that the [defendant’s] hands are dirty, but that [it] dirties them in acquiring the right [it] now asserts.’” *Id.* (quoting *Rodrigues v. Santos*, 466 A.2d 306, 311 (R.I. 1983)).

Plaintiff raised an affirmative defense of unclean hands in her answer to Federal Properties’ counterclaims to the Third Amended Complaint. *See* Pl.’s Answer to Def.’s Countercl. at 3. Federal Properties has conceded that it breached the 1992 Agreement. Had it not, this dispute would have never arisen, for title to Parcel C would have transferred to Plaintiff when Federal Properties could not subdivide the Lincoln Property. *See* Def.’s Trial Ex. DD; Pl.’s Trial Exs. 4-5. Furthermore, because Golfside Estates was never formed, Federal Properties was obligated to maintain the grounds and provide access to the Lincoln Property at their own expense, which they did until 2014. These breaches in particular go to the source of Federal
Properties’ equitable claim because without them, it would have never been required to maintain the property under the 1992 Agreement and, most importantly, the matter herein would not have developed. See Kingston Hill Acad., 21 A.3d at 270. For the foregoing reasons, this Court finds Federal Properties’ claim for unjust enrichment fails.

5

Declaratory Relief

Lastly, Federal Properties seeks a declaration that it is the sole, exclusive owner of the Lincoln Property with all rights of possession, entry, use, control and quiet enjoyment. Under the Uniform Declaratory Judgments Act (UDJA), this Court possesses the “power to declare rights, status, and other legal relations whether or not further relief is or could be claimed.” Sec. 9-30-1. A decision to grant or deny relief, however, is purely discretionary under the UDJA. Sullivan v. Chafee, 703 A.2d 748, 751 (R.I. 1997). The stated purpose of the UDJA is “to settle and to afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations . . . .” Sec. 9-30-12; see also Millett v. Hoisting Eng’rs’ Licensing Div. of Dep’t of Labor, 119 R.I. 285, 291, 377 A.2d 229, 233 (1977) (“The purpose of declaratory judgment actions is to render disputes concerning the legal rights and duties of parties justiciable without proof of a wrong committed by one party against another, and thus facilitate the termination of controversies.”). Factors to be considered when determining whether declaratory judgment relief is appropriate include the following:

“the existence of another remedy, the availability of other relief, the fact that a question may readily be presented in an actual trial, and the fact that there is pending, at the time of the commencement of the declaratory action, another action or proceeding which involves the same parties and in which may be adjudicated the same identical issues that are involved in the declaratory action.” Berberian v. Travisono, 114 R.I. 269, 273, 332 A.2d 121, 123-24 (1975).
This Court has found that Plaintiff has failed to meet her burden that she paid any money for the Lincoln Property in or before 1983, and that any cause of action under the 1992 Agreement is barred based on the statute of limitations. Additionally, based on the transactions made by DeLeo and Federal Properties in 1983, title to the Lincoln Property belongs with Federal Properties. See Trial Tr. Vol. III, 384-85; Def.’s Trial Exs. E, K, L, N, O, R, S, T. Thus, this Court declares that Federal Properties is the sole, exclusive owner of the Lincoln Property with all the rights of possession, entry, use, control and quiet enjoyment.

IV

Conclusion

For the foregoing reasons, this Court finds that all of Plaintiff’s claims are dismissed; namely, that there is no constructive trust imposed on the Lincoln Property; that Plaintiff’s claims for breach of contract and specific performance are time-barred under the statute of limitations; and that Plaintiff has failed to prove her claim for unjust enrichment. Additionally, this Court finds that Federal Properties has met its burden in proving that Plaintiff slandered its title to the Lincoln Property when the Quitclaim Deeds were recorded and therefore is willing to entertain—if Federal Properties wishes to pursue—an evidentiary hearing to determine compensatory damages from July 31, 2014 to the present, with the issue of punitive damages to be determined after that hearing concludes. This Court also orders Plaintiff to pay Federal Properties $11,974.82 for the legal cost related to filing the Quitclaim Deeds. With respect to Federal Properties’ counterclaim for trespass, this Court finds that Plaintiff trespassed on the Lincoln Property from July 17, 2014 to October 23, 2014 and therefore owes Federal Properties $2801.71 in utilities and taxes as well as $5977.90 in lost rent during that time period. Lastly, this Court declares that Federal Properties is the sole, exclusive owner of the Lincoln Property.
with all the rights of possession, entry, use, control and quiet enjoyment. Counsel shall prepare the appropriate order and judgment for entry including such applicable interests and costs.

CASE NO: PC-2013-4415

COURT: Providence County Superior Court

DATE DECISION FILED: May 16, 2018

JUSTICE/MAGISTRATE: Stern, J.

ATTORNEYS:

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