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

CHRISTINA PAOLI	)	
	)	
Plaintiff,	)	C.A. No. 01-06-102
	)	
v.	)	
	)	
WHISPERING PINES	)	
	)	
Defendant.	)	

Submitted July 7, 2006
Decided July 31, 2006

Christina Paoli, acting pro se.
Michael P. Morton, Esquire, counsel for Defendant.

DECISION AFTER TRIAL

Trial was held in the above-captioned mater on June 21, 2006, and the Court reserved decision. On June 22, the Plaintiff, Christina Paoli requested that the Court postpone its decision after trial for a period of two weeks so that she could attempt to negotiate settlement with the Defendant. Neither party has notified the Court of a settlement agreement, so the Court renders this decision after conducting the trial and reviewing the evidence submitted.

BACKGROUND

The Court interprets Plaintiff's *pro se*, handwritten complaint as setting forth three claims: First, that Defendant caused Plaintiff to suffer damages when it removed a mobile home Plaintiff held title to from Defendant's lot and placed it in a storage area. Second, that Defendant caused damage to the Plaintiff when it "wrongfully" had her arrested for trespassing on Defendant's mobile home lot Plaintiff's mobile home had

occupied. Third, that Defendant breached an agreement with Plaintiff granting her permission to remove the mobile home from Defendant's property.

Prior to trial, the Defendant filed a motion to dismiss, claiming that the Plaintiff was barred from bringing her action under the doctrine of *res judicata*. After taking evidence and hearing the parties' arguments, the Court reserved decision upon the motion and proceeded to trial.[1] Upon the parties' stipulation, the evidence admitted on the motion was also admitted for the overall trial.

After reviewing the limited testimony and documentary evidence in the light most favorable to the Plaintiff, after a brief recess, for the reasons stated on the record, the Court entered partial summary judgment for defendant on two of Plaintiff's claims. First, the Court determined that the J.P. Court's July 22, 1998 decision granting the Defendant in this case summary possession of Lot E-43 gave Defendant the right to remove the mobile home located on the lot and move it to a storage site in accordance with Delaware manufactured home landlord-tenant law[2]. Thus, the Court entered judgment for Defendant on the claim that Defendant caused damage to Plaintiff by removing the mobile home from its fixtures and attachments on the lot. Second, inasmuch as the J.P. Court had granted Defendant summary possession of the lot, the Court found that the Plaintiff had no right to enter the lot. Accordingly, the Court entered judgment for Defendant on the Plaintiff's claim that the Defendant had her wrongfully arrested for trespassing when she entered the lot.

The Plaintiff's final claim for breach of contract proceeded to trial, since it was not determined in or related to the prior adjudicated

[1] The Defendant claimed in its motion that Plaintiff's causes of action had been previously litigated and determined in a separate Justice of the Peace Court action (*MCH DBA Nassau Park v. Tierney, JP17-97-03-0794)*. Defendant responded that some of her claims arose after the JP Court action. In accordance with Civil Rule 12 (b), the Court took testimony and treated the motion as one for summary judgment.

[2] 25 *Del. C.* §§ 7001 *et seq*.

proceeding, and it allegedly occurred after that proceeding concluded. The Court now addresses this remaining claim.

FACTS

The Plaintiff purchased a mobile home from a third party, Mr. David Tierney, on or about April 30, 1998. (Pl. Ex. 1.) At the time of purchase, the home was located on Lot E-43 at Nassau Park, currently known as Whispering Pines. Prior to the Plaintiff's purchase of the home, the Defendant filed a summary possession action against Mr. Tierney for his failure to pay rent on the lot.[3] On April 17, 1998, the J.P. Court awarded the Defendant summary possession of Lot E-43. The Plaintiff attempted to intervene in the Defendant's action against Mr. Tierney; however, on June 12, 1998, the J.P. Court entered judgment in the Defendant's favor, holding that the Plaintiff had no right to possession of the lot at issue because she did not have a landlord-tenant relationship with the Defendant.

The Plaintiff testified that, on or about June 17, 1998 she met with an agent of the Defendant who, after consulting by phone with Defendant's attorney, agreed to permit her to come onto Defendant's property to remove her mobile home from a storage area. The Plaintiff stated that the following persons were present at the time of the agreement: Ms. Bertha Ramsey, an employee of the Defendant, a maintenance worker, also allegedly employed by the Defendant, her father, and Mr. Ashe Edwards, whom she stated she hired to remove the home for her. Ms. Ramsey testified that she had no recollection of the meeting. Although Mr. Paoli indicated that he recalled being present at a meeting with Ms. Ramsey about the Plaintiff's mobile home, his recollection as to what occurred at the meeting was vague and uncertain. The Plaintiff also presented a cancelled check dated June 20, 1998,

[3] See footnote 1.

demonstrating that she paid Mr. Edwards to remove the mobile home, as she testified. (Pl. Ex. 6.)

At the rest of Plaintiff's case, the Defendant opted to present no evidence whatsoever in defense. Thus, the Court is placed in the position of relying solely on the evidence presented by the Plaintiff and that brought out on cross-examination. Although Defendant's cross-examination, and indeed Plaintiff's own presentation of the evidence, reduced the Court's opinion of the credibility of the evidence, Plaintiff's evidence remains the only evidence before the Court, and it was not directly countered with contradictory evidence.

DISCUSSION

The Plaintiff claims that the parties mutually agreed that the Defendant would permit the Plaintiff to enter Defendant's property for purposes of removing her mobile home from the storage area. She alleges that the Defendant failed to honor the agreement when, upon its own action, it removed the Plaintiff's mobile home less than three days after the parties reached their agreement.

Fundamentally, the Plaintiff bears the burden of proving her claim by a preponderance of the evidence.[4] It is the duty of the Court to weigh the evidence that is presented. A preponderance of the evidence exists when the body of evidence supporting a conclusion is greater than the body of evidence that does not support that conclusion.[5] In this case, the Court must consider only the evidence presented by the Plaintiff because the Defendant chose not to exercise its right to introduce evidence.

Breach of Contract

To succeed on a breach of contract action, the Plaintiff must establish three things. First, she must show that a contract existed. Second, she must establish that the Defendant breached an obligation

[4] *Interim Healthcare, Inc. v. Spherion Corp.*, 884 A.2d 513, 548 (Del. Super. 2005).
[5] *Reynolds v. Reynolds*, 237 A.2d 708, 711 (Del. 1967).

imposed by the contract. Finally, she must prove that she suffered damages as a result of the Defendant's breach.[6] Thus, the first question before this Court is whether the Plaintiff established that a contract existed.

A contract has been defined under Delaware law as an agreement upon sufficient consideration to do or not to do a particular thing.[7] The elements necessary to create a contract include mutual assent to the terms of the agreement and the existence of consideration.[8] Consideration is defined as "a benefit to a promisor or a detriment to a promisee pursuant to the promisor's request."[9] The doctrine of promissory estoppel may also be applied to prevent injustice where the element of consideration is not established.[10] The doctrine states that informal promises, for which there was no bargained-for exchange, may be enforceable "because of antecedent factors that caused them to be made or because of subsequent action that they caused to be taken in reliance."[11] To succeed on the theory of promissory estoppel, the Plaintiff must establish the following four elements by clear and convincing evidence. First, she must show that a promise was made. Second, she must establish that the Defendant had the reasonable expectation to induce her action or forbearance. Third, she must show that she reasonably relied on the promise and did so to her detriment. Finally she must demonstrate that injustice can only be avoided if the Court finds that the promise is binding.[12]

Because the Defendant has offered no evidence to counter the Plaintiff's testimony that she entered into an agreement with the

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[6] *Gutridge v. Iffland*, 889 A.2d 283 (Del. 2005)(citing *VLIW Technology, LLC v. Hewlett-Packard Company*, 840 A.2d 606, *612 (Del. 2003).
[7] *Rash v. Equitable Trust Co.*, 159 A. 839 (Del. Super. 1931).
[8] *Faw, Casson & Co. v. Cranston*, 375 A.2d 463 (Del. Ch. 1977).
[9] *The Continental Ins. Co. v. Rutledge & Co., Inc.*, 750 A.2d 1219, 1232 (Del. Ch. 2000).
[10] *Ramone v. Lang*, 2006 WL 905347, *14 (Del. Ch.).
[11] *Id.*, citing *Chrin v. Ibriz, Inc.* 2005 WL 2810599, *8 (Del. Ch. 2005).
[12] *Id.* citing *Chrysler Corp. v. Chaplake Holdings, Ltd.*, 822 A.2d 1024, 1032 (Del. 2000).

Defendant, and because the Court finds Plaintiff's testimony, corroborated by the cancelled check payment for removal of the home, is not wholly devoid of credibility, the Court finds that the Plaintiff has established that the parties mutually agreed on June 17, 1998 to allow Plaintiff to enter Defendant's property to remove the mobile home. However, the Plaintiff did not provide any evidence that the promisor, the Defendant in this case, received a benefit in exchange for its promise to permit her to enter the lot, nor was evidence admitted to establish that the promisee, the Plaintiff in this case, incurred a detriment at the Defendant's request. Thus, Plaintiff has failed to establish the essential element of consideration to prove an enforceable contract.

Notwithstanding the failure of consideration, I find from the evidence that the doctrine of promissory estoppel should be applied in this case. As discussed, *supra*, the Plaintiff has proven that the Defendant promised to permit her to enter the property to remove her mobile home. I also find the evidence sufficiently clear and convincing evidence that the Defendant had a reasonable expectation that its promise would induce Plaintiff to hire someone to remove the mobile home. Additionally, she has shown that she reasonably relied on the Defendant's promise when she paid Mr. Edwards $275 to remove the home. In light of the evidence presented by the Plaintiff, which was not countered with evidence by the Defendant, the Court is of the opinion that injustice can only be avoided if the Court finds that the agreement is binding upon the parties.

The Court now considers whether the Plaintiff has established that the Defendant breached its promise. The Plaintiff testified that the home had been removed from the lot when she arrived at the lot just three days after the parties reached their agreement. Although the parties did not specify a time in which the agreement would expire, the Court implies a

reasonable amount of time.[13] A reasonable person would expect to have more than three days to undertake the task of making arrangements to move a mobile home and completing the removal. The Defendant breached its promise when it removed the home before allowing Plaintiff a reasonable amount of time to do so, and is estopped from denying consideration for the promise by virtue of Plaintiff's reasonable, detrimental reliance thereon.

Damages

Delaware law provides that recovery under promissory estoppel "may be limited as justice requires;" the Court may grant damages based on either the aggrieved party's expectation or reliance interest.[14] The most common remedy in promissory estoppel actions, however, is an award of the reliance costs reasonably incurred by the party.[15] In *RGC Int'l Investors, LDC v. Greka Energy Corp.*[16], the Court of Chancery determined that expectation damages were appropriate when the defendant breached its obligation to act in good faith, *and* it was liable under the doctrine of promissory estoppel because the defendant induced the plaintiff's action and reaped the benefit of the plaintiff's reliance. However, in *Ramone*, the Court of Chancery limited the plaintiff's damages to reliance damages when the plaintiff established the elements of promissory estoppel, but did not show that the defendant induced reliance by the plaintiff that was uniquely valuable to the defendant by having the plaintiff agree to particular terms.[17]

The present case is more akin to the facts of *Ramone*. The Defendant here did not receive a uniquely valuable benefit by inducing the Plaintiff to rely on their agreement when she hired Mr. Ashe to remove her

[13] *Martin v. Star Publishing Co.*, 126 A.2d 238, 244 (Del. 1956), *See also, Bryan v. Moore*, 2004 WL 2271614, *2 (Del. Ch. 2004).
[14] *Ramone* at 16 (citing Restatement Second of Contracts § 90).
[15] *Id.*
[16] 2006 WL 905347, *14.
[17] *Ramone, supra,* at 17.

mobile home. Indeed, the Defendant presumably incurred additional cost removing the home itself, when it failed to provide the Plaintiff sufficient time to hire Mr. Ashe and complete the move. For these reasons, I find that the equities of this case do not justify an award of expectation damages and the Plaintiff's damages are limited to her reliance interest.

Reliance damages are calculated by determining the losses and expenditures incurred by the plaintiff as a result of his or her reliance on the promise.[18] The only damages resulting from her reliance on the Defendant's promise that the Plaintiff proved was the $275 paid to Mr. Ashe to remove the mobile home. (Pl. Ex. 6.). Therefore, the Plaintiff is entitled to $275 in reliance damages from the Defendant.

CONCLUSION

The Court finds that an enforceable promise exists under the doctrine of promissory estoppel. The Defendant breached the promise and caused the Plaintiff damages. Therefore, judgment is entered in favor of the Plaintiff and against Defendant in the amount of $275, plus post-judgment interest thereon at the legal rate, and court costs.

IT IS SO ORDERED.

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Kenneth S. Clark, Jr.
Judge

[18] *Id*. at 16 (citing Corbin on Contracts § 8.8 at 22).