

**IN THE COURT OF COMMON PLEAS OF THE STATE OF DELAWARE**  
**IN AND FOR NEW CASTLE COUNTY**

Betts Garage	)	
	)	
Defendant-Below,	)	
	)	
Appellant,	)	
	)	C. A. No. 2001-07-031
v.	)	
	)	
Scott A. Bell	)	
	)	
Plaintiff-Below,	)	
	)	
Appellee.	)	

Submitted: January 16, 2003

Decided: January 28, 2003

Raymond J. Otlowski, Esquire  
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Newark, DE 19711  
Attorney for Defendant  
Appellant

Scott A. Bell  
69 Greenridge Road  
Newark, DE 19711  
*Pro Se*, Plaintiff  
Appellee

## **DECISION AFTER TRIAL**

This action is an appeal de novo from the Justice of the Peace Court, where a judgment was entered against the Defendant-Below, Appellant Betts Garage (hereinafter "Betts Garage"), in favor of the Plaintiff-Below, Appellee Scott A. Bell (hereinafter "Bell"). Bell seeks \$1,325.00 in damages as fair market value of his vehicle allegedly destroyed by Betts Garage without his authorization. Trial was held January 16, 2003, and the Court reserved decision.

### **FACTS**

Based on the record before it, the Court finds the following relevant facts. On November 29, 1998, Bell's parked vehicle, a 1984 Pontiac Firebird, was towed by order of New Castle County police to Betts Garage. The tow operator of the vehicle was Betts Garage's owner, David Betts' son (who was not present to testify). Testimonies show that at the time of towing, Bell's vehicle was untagged and presumed abandoned by the police. The towing slip (Defendant's Exhibit 1) shows that the only damage existed on the vehicle was two flat front tires. Bell testified that prior to the towing, he was having trouble in starting the vehicle.

On or about December 5, 1998, Bell contacted county police for the whereabouts of his vehicle, and was informed by the police that his vehicle was towed to and stored at Betts Garage. Bell then contacted Betts Garage to inquire about his vehicle, and was told by a representative of Betts Garage that if he agrees to have the vehicle repaired at their shop, they would waive the

vehicle storage fees. Bell agreed to have the work done there, and delivered Betts Garage a check for \$100 on January 19, 1999 as the requisite deposit for Betts Garage to commence the work on his vehicle (Plaintiff's Exhibits 1 & 2). Bell testified that a mechanic from Betts Garage informed him that it would take a while before they get to work on his vehicle. Bell agreed to this delay.

Betts Garage disputes the purpose of the \$100 given by Bell, and contends that the money was to pay for the towing charges.

In June or July of 1999, after about six or seven months lapsed since Bell last heard from Betts Garage, he started to call Betts on a monthly basis to inquire about the status of his vehicle repair. Each time he called, he was transferred to the "mechanic" who would tell him that he would be called back with vehicle repair status. However, the "mechanic" never called Bell back as he said he would each time.

Finally, Betts Garage informed Bell after about one-year or more of monthly inquiries by Bell, that his vehicle was "accidentally" sold for scrap and was at the time sitting in the junkyard crushed under two junk cars. Bell testified that Betts Garage's representative apologized to him for the unauthorized disposition of his vehicle, and offered him a replacement vehicle, a 1995 Pontiac Firebird.

Betts Garage disputes Bell's facts on the vehicle disposition. Instead, Betts contends that the original motor in Bell's vehicle was defective, that it requested but never received \$500 in deposit from Bell for replacing the motor, and that it nevertheless installed a new motor valued at \$1,800 in Bell's vehicle

prior to selling the vehicle for scrap. However, Bell testified that at the time of the agreed repair, Betts Garage did not provide him any written estimate for the repair, and he was not aware of Bett's alleged motor installation work.

In November 2000, Bell went to Betts Garage to take pictures of his then destroyed vehicle and Betts' proposed replacement vehicle. He testified that when he was at Betts, a couple of employees of Betts harassed him and made it difficult for him to take the picture as result of his rejecting the proposed replacement vehicle. His reasons for rejection were that the replacement vehicle was in worse shape than his vehicle and he felt sentimentally attached to his vehicle, which was given to him by his now deceased father. David Betts testified that he was not aware that his employees had harassed Bell.

After Bell left Betts Garage, he waited a couple of weeks for Betts to rectify the mistake. However, he was never heard from Betts again until he filed the action in the Justice of the Peace Court.

Betts Garage testified that since Bell did not make any payments on the "motor installation" work they did, and failed to come to Betts Garage to reclaim his vehicle in a timely fashion, they had to sell his vehicle for scrap pursuant to 21 Del. C. §4415. Betts claims that they went through all the proper procedures in disposing Bell's vehicle. A vehicle inspection report (Plaintiff's Exhibit 4) and a faxed copy of certificate of authority to dispose of a towed vehicle (Defendant's Exhibit 3) were introduced as evidence of Betts' proper handling of the vehicle disposition, which was on April 24, 2001.

As to the value of Bell's vehicle disposed, Betts Garage testified that they received \$25 from the scrap dealer to whom they sold the vehicle.

### **DECISION AND ORDER**

The issue arises here is whether Bell had an oral contract with Betts Garage for repair of his vehicle, and if he did, whether Betts Garage had breached the contract by failing to return his vehicle in an improved condition as promised.

Based on the facts of the case, the Court finds that there was an oral contract formed between the parties. Bell had agreed to have his vehicle to be repaired at Betts Garage and delivered a check of \$100 as deposit on the work to be done. Even though Betts Garage claims that the \$100 was for towing charges incurred, their receipt indicates that the \$100 was paid as "deposit on Firebird Work" (Plaintiff's Exhibit 1).

The fact that Betts Garage does not dispute that they were suppose to do work on Bell's vehicle and even claimed that they had put a new motor in Bell's vehicle indicates that Betts Garage understood that they were suppose to fix Bell's vehicle for consideration. However, Betts Garage not only did not fix Bell's vehicle, they further damaged the vehicle by selling it to a scrap dealer without Bell's authorization. Betts Garage's claim that Bell had breached by failing to pay the deposit on the motor work was incredible since they produced no documentation any kind to show that they have informed Bell of the proposed motor installation and that they in fact did install the new motor.

Also, the Court finds it is illogical that after installing a new motor allegedly worth \$1,800, Betts Garage would sell the vehicle for scrap for \$25 only.

Thus, based on the foregoing facts and analysis, the Court finds Betts Garage has breached the contract between the parties and is liable for damages to Bell. The Court hereby enters judgment in favor of Plaintiff Scott A. Bell and against Defendant Betts Garage, and awards Plaintiff \$1,325 as fair market value of the vehicle lost, plus \$100 as refund of his deposit, plus post-judgment interest at the legal rate, and court costs.

**IT IS SO ORDERED.**

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Jay Paul James  
Associate Judge