April 8, 2002

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Re: ***Randall Stickney v. Jeffrey B. Goldstein, Tony Domino and A.M. Domino, Jr. Salvage Co.***
Civil Action No. 1997-10-011; Letter-Opinion
Jeffrey Goldstein's Motion for Reargument

Dear Counsel:

On March 27, 2002 Mr. Heiman filed a Motion for Reargument pursuant to Court of Common Pleas Rule 59(e). Mr. Shachtman, on behalf of his client, Randall Stickney, filed an Answer to the Motion.[1] This is the Court's Letter-Opinion.

A Motion for Reargument is a proper device for seeking reconsideration by the trial court of its findings of fact, conclusions of law or judgment entered therein following a bench trial. See, *Hessler, Inc. v. Farrell,* Del. Supr., 260 A.2d 701 (1969).

Goldstein alleges three basis for his Reargument Motion. Before considering these basis, the Court notes as Mr. Shachtman has pointed out in his Answer that the Court issued its Opinion on March 14, 2002 and that Mr. Heiman's Motion was not served within five (5) calendar days from the filing of the Court's March 14, 2002 Final Opinion and Order. See, *Hessler, Inc. v. Farrell,* supra. However, the Court in the interest of justice shall address the Motion.

[1] Domino has also filed a Motion with the Clerk of Court which will be considered separately from this Letter-Opinion.

First, Mr. Heiman notes that the Court determined there was no landlord-tenant relationship between the parties and that Randall Stickney's interest was not a license. On behalf of his client, Mr. Heiman asserts that there was no meeting of the minds between the parties. The Court addressed this issue in its March 14, 2002 Opinion. To clarify, as the Court ruled on the date Mr. Stickney was dispossessed of his salvaged auto parts and motor vehicles, the parties enjoyed an oral contract that did not rise to either a landlord-tenant relationship or a license. The Court clearly found that there was a meeting of the minds between the parties, which included inter alia, the fact that Mr. Stickney had express permission to store "a few" motor vehicles on the premises. That agreement changed temporarily when the parties began negotiating in earnest their proposed Lease Purchase Agreement with Goldstein's full knowledge that more than "a few" vehicles were stored on the premises by Mr. Stickney. Goldstein allowed Stickney to store all the salvaged motor vehicles and parts on the premises which are the subject of this action pending their resolution of the proposed Lease Purchase before Goldstein and Domino tortiously and unlawfully converted all Stickney's salvaged motor vehicles and parts.

Second, the admission of car fax report were carefully considered by the Court before plaintiff moved the same into evidence pursuant to D.R.E. 803(17). The Court heard argument at trial, carefully considered the documents and following a complete record found the same met the requirements of D.R.E. 803(17). Counsel has not provided any new evidence or facts which would cause the Court to reconsider its decision.

Third, the Court carefully analyzed the record as to damages and found by a preponderance of evidence the damages set forth in its Final Opinion and Order on March 14, 2002.[2] Mr. Heiman has

[2] In Domino's Motion for Reargument the Court corrected an error on page 2 of its March 14, 2002 opinion to reflect the correct amount of damages as set forth in the Order attached and body of Opinion.

presented new facts of law which would cause this Court to re-examine its decision. Reargument is therefore DENIED on this issue.

IT IS SO ORDERED this 8th day of April, 2002.

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John K. Welch
Associate Judge