

IN THE SUPREME COURT OF THE STATE OF DELAWARE

REYBOLD VENTURE GROUP	§	
XVI LLC,	§	No. 699, 2014
	§	
Plaintiff Below,	§	
Appellant,	§	Court Below - Superior Court
	§	of the State of Delaware in
v.	§	and for New Castle County
	§	C.A. No. N10C-05-078 RRC
	§	
CHRISTOPHER M. CRESSWELL	§	
and FURNITURE SERVICES	§	
UNLIMITED, LLC,	§	
	§	
Defendants Below,	§	
Appellees.	§	

Submitted: June 10, 2015

Decided: June 10, 2015

Before **STRINE**, Chief Justice, **HOLLAND** and **SEITZ**, Justices.

**ORDER**

This 10th day of June 2015, after careful consideration of the parties' briefs, we find it evident that the judgment of the Superior Court should be affirmed on the basis of and for the reasons assigned by the Superior Court in its letter opinion dated November 26, 2014.<sup>1</sup> We also find appellant's appeal without merit for an additional reason. Appellant's argument depends on a reading the term "representations" as encompassing all of the obligations in the contract. But a representation is not the same as a covenant, and the contract cannot be fairly read

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<sup>1</sup> *Reybold Venture Group XVI LLC v. Cresswell*, 2014 WL 7010757 (Del. Super. November 26, 2014).

as requiring the appellee to provide a guaranty as to all obligations under the contract. Rather, the Superior Court was correct to give a precise reading to the contract that respected the reality that contractual terms like representations, conditions, and covenants have distinct meanings that cannot be conflated without eroding the utility of voluntary contractual arrangements.

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

BY THE COURT:

/s/ Collins J. Seitz, Jr.  
Justice