

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

BUSTER SNOW, JR.)	
)	
Defendant-Below, Appellant,)	
)	
v.)	C.A. No.: CPU4-13-003515
)	
GILBERT HENEGAN,)	
)	
Plaintiff-Below, Appellee.)	

Submitted: June 30, 2014
Decided: July 29, 2014

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DECISION AFTER TRIAL

DANBERG, J.

INTRODUCTION

This action comes to this Court on appeal from an October 30, 2013 decision of the Justice of the Peace Court awarding Gilbert Henegan (hereinafter “Henegan”) \$14,430.09 plus court costs and interest. The action arose from the breach of an oral contract between Mr. Henegan and Buster Snow, Jr. (hereinafter “Snow”). Mr. Snow filed an appeal with this Court on November 20, 2013. A trial was held on June 30, 2014, and the Court reserved decision. This is the Court’s Opinion in connection with the relief sought by Mr. Henegan.

FACTUAL BACKGROUND

From the testimony and evidence presented at trial, and taking into account any conflicts that arose in the testimony, the following are the facts as the Court finds them. Mr. Henegan and Mr. Snow both own Rolls Royce vehicles. Mr. Henegan purchased his Rolls Royce in 2003 for \$7,500.00. When he purchased the vehicle, it was in good condition but needed an engine. Mr. Henegan purchased a new engine for \$7,000.00, and enlisted the help of Mr. Clarence White (hereinafter “White”), to put the engine in the vehicle. Mr. White is the owner of White’s Body Shop in Wilmington, specializing in the repair and sale of BMWs, Rolls Royces, and Mercedes Benzes. After Mr. Henegan’s father passed away, and Mr. Henegan became disabled, he decided to sell the engine. Mr. Henegan asked Mr. White if Mr. White would assist him as an agent in selling only the engine out of Mr. Henegan’s Rolls Royce.¹ Mr. White agreed, and contacted Mr. Snow, with whom Mr. White had done business in the past. Mr. Henegan and Mr. Snow did not know each other. Mr. White, at the behest of Mr. Henegan, negotiated the sale of the engine to Mr. Snow around May of 2010. Mr. Henegan testified that the terms of the sale allowed Mr. White to take Mr. Henegan’s vehicle, extract only the engine, and then return the

¹ Mr. Henegan did not authorize Mr. White to sell any other parts from the vehicle.

vehicle to Mr. Henegan.² Mr. Henegan did not intend to sell his vehicle in its entirety. The next time Mr. Henegan saw his vehicle, around November of 2010, it was located at American Transmission, and, as Mr. Henegan testified, the vehicle had been completely stripped.³ The parts were later replaced, although Mr. Henegan testified that he was unaware that someone had replaced the parts.

Vincenzo Marra (hereinafter “Marra”), manager of American Transmission, testified that Mr. Henegan’s vehicle was towed by Schusters Towing⁴ to his lot in the late fall or early winter months, as it was cold outside, but there was no snow on the ground. Mr. Marra testified that upon arrival, the vehicle was not in the best shape, but that it was not junk, and that Mr. Snow instructed him to pull the engine out of the vehicle so that he (Mr. Snow) could put the engine into his Rolls Royce. Mr. Marra did exactly as he was instructed, and noted for the Court that Mr. Snow had planned to junk the rest of the vehicle.

On the day Mr. Henegan found his vehicle at American Transmission, Mr. Marra was at work, and Mr. Marra told Mr. Henegan and Mr. White that Mr. Snow had taken the parts from the vehicle.⁵ After Mr. Henegan discovered his vehicle, Mr. Marra testified that Mr. Snow replaced the missing parts, but continued to store the vehicle at American Transmission for six months. Mr. Snow eventually had the vehicle towed from the lot, and Mr. Marra testified that the replacement parts were on the vehicle when it was towed.

² Mr. Henegan testified that he entrusted Mr. White with his vehicle for the purpose of the sale and extraction of the engine.

³ The vehicle had no lights, no bumpers, no radiator grill, the paint was discolored, the interior was ripped, the side molding was stripped, and the console wires were showing. Mr. Henegan provided the Court with photographs of the vehicle demonstrating the extent of the damage. Pl. Ex. I.

⁴ Mr. Snow hired Schuster’s to tow the vehicle to American Transmission.

⁵ Mr. Marra testified that Mr. Henegan discovered the vehicle months after Mr. Marra had removed the engine.

Mr. White testified that he has rebuilt approximately eight Rolls Royces, and he testified to his knowledge about the differences between new and used parts for Rolls Royces. Mr. White was admitted as an expert at trial.

Mr. White testified that he first met Mr. Henegan when Mr. Henegan asked for Mr. White's assistance with the purchase of a Rolls Royce. After Mr. Henegan found a vehicle, Mr. White agreed to perform the necessary repairs, including an engine replacement, which cost \$7,500.00. Mr. White testified that the value of Mr. Henegan's vehicle upon arrival at his shop, prior to repairs and the engine replacement, was \$10,000.00. Mr. White did not testify to the value of the vehicle after the repairs, but without an engine. Sometime after the engine replacement and repairs, Mr. Henegan indicated to Mr. White that he wanted to sell the engine, and asked Mr. White to find a buyer. Mr. White sold the engine to Mr. Snow for \$3,500.00 in May of 2010.⁶ Mr. Snow gave the purchase price to Mr. White, who then gave the money to Mr. Henegan. Mr. White testified that Mr. Snow made the arrangements to have the vehicle moved to his house, and requested to use Mr. White's tenant's engine lift.

Mr. White testified that the removal of the engine should not have taken more than one month, but that the next time he saw the vehicle, it was with Mr. Henegan at American Transmission, and he remembers it was snowing. Mr. White testified that Mr. Marra told him the "owner" intended to junk the vehicle, which explained why the vehicle was outside. Mr. White testified that the vehicle was full of snow, had been stripped of its parts, and it appeared as though some of the parts had been removed improperly, which would prevent a simple reinstall of the replacement parts. Mr. Henegan requested that Mr. White try to convince Mr. Snow to purchase the entire vehicle, but Mr. White did not receive a response from Mr. Snow. Mr. White

⁶ Pl. Ex. 2.

testified that he next saw the Rolls Royce when Mr. Marra told him to remove the car, and he sent a truck to American Transmission, after which he kept the vehicle in his garage.

In addition to the description of the engine removal, Mr. White testified to the cost of replacement parts from Beverly Hills Bentley.⁷ The parts on the quote, however, were not the parts that Mr. White testified needed to be replaced, and neither Mr. Henegan nor Mr. White actually purchased the parts on the quote.⁸ Mr. White testified that the current value of the vehicle is \$3,000.00.

The only defense witness was Tony Snow, son of Mr. Snow (hereinafter “Tony”). Tony testified that all transactions with respect to Mr. Henegan’s vehicle were completed through Mr. White, and that neither he, nor his father, had previously met Mr. Henegan. Tony testified that Mr. Marra removed the engine, and that he (Tony) and Mr. Snow asked Mr. White if they could remove parts other than the engine from the vehicle. Tony testified that White agreed because he was going to junk the car anyway. The parts were removed one week later with the help of Raymond Stover (hereinafter “Stover”). Neither Tony nor Mr. Snow paid for the parts they removed. Tony testified that after they removed the parts, his father received a call from Mr. Henegan stating that he was calling the police due to the missing parts, which is when Tony and his father learned that Mr. Henegan was the actual owner of the vehicle.⁹ Tony testified that Mr. Stover put the parts back on the vehicle, and Mr. Snow had the car towed from Mr. Marra’s shop to Mr. White’s.¹⁰

⁷ Pl. Ex. 3. The quote included the prices for moldings and the radiator grill emblem, which was still with the vehicle, but damaged. The quote for parts totaled \$14,430.09 and was dated September 12, 2012.

⁸ Mr. White testified that the bumpers, radiator grill, and trunk lid needed to be replaced, yet none of those parts were listed on the parts quote. Pl. Ex. 3.

⁹ Tony testified that after the engine was removed, it took about two to three days to remove the other parts. Weeks later, they received the call from Mr. Henegan, and it took about three to four days to replace the parts.

¹⁰ Tony testified to, and the Court admitted into evidence, a series of photographs of the vehicle. Def. Ex. 1-3. The Court determined that the photographs, which were allegedly all taken at the same time, were actually taken at different times and seasons of the year. In some of the photographs, the vehicle, which did not change position, is

At the close of testimony, the Court found that there were not any significant discrepancies in the relevant testimony of the parties, but that where there existed discrepancies, the Court found the testimony of Mr. Henegan and Mr. White more credible.

DISCUSSION

Appeals from matters decided on the merits by the Justice of the Peace Court are reviewed *de novo*.¹¹ In order to succeed on a breach of contract claim, Mr. Henegan must prove the following elements by a preponderance of the evidence: (1) the existence of a contract; (2) that defendant breached an obligation imposed by the contract; and (3) that plaintiff incurred damages as a result of the breach.¹²

Mr. Henegan initially engaged the services of Mr. White to negotiate and sell the engine out of his Rolls Royce. Mr. White sold the engine to Mr. Snow as demonstrated by the sales slip from White's Body Shop dated May 2010.¹³ Neither party disputed the existence of a contract. The Court thus finds that this element has been proven by a preponderance of the evidence.

From the testimony at trial, Mr. White, on behalf of Mr. Henegan, sold only the engine to Mr. Snow for \$3,500.00. Mr. White did not testify that he sold additional parts to Mr. Snow, even though Tony testified that Mr. White granted his father permission to remove additional parts. Tony testified that neither he nor his father paid Mr. White for the parts, which makes Mr. White's granting permission to remove the parts implausible considering Mr. White testified that the vehicle itself, without a functioning engine and without any repairs performed on it, was

covered in snow, while in the others, there is green foliage near the vehicle. The Court therefore finds Tony's testimony not credible.

¹¹ 10 *Del. C.* § 9571(a) provides for appeals as of right to the Court of Common Pleas from any final judgment of the Justice of the Peace Court. The requirements imposed by the statute are mandatory and jurisdictional. *See Williams v. Singleton*, 160 A.2d 376, 378 (Del. 1960); *Warren Williams Co. v. Giovannozzi*, 295 A.2d 587, 588 (Del. Super. 1972); *Woods v. Unisex Hair Palace*, 2009 WL 3152878, *1 (Del. Com. Pl. Aug. 26, 2009).

¹² *VLIW Tech., LLC v. Hewlett-Packard, Co.*, 840 A.2d 606, 612 (Del. 2003).

¹³ Pl. Ex. 2. The Slip shows the purchaser as Mr. Buster Snow, and the sale price was \$3,500.00 paid in full.

worth \$10,000.00. The removal of the parts, with the exception of the engine for which Mr. Snow paid, shows a breach of the contract for the sale of the engine.

Although Tony testified that his father received permission from Mr. White to remove the parts, the sales slip is only for the sale of the engine and neither Tony nor his father paid Mr. White for the parts they removed. Even though Mr. Snow replaced the parts he took, the parts could not be properly reinstalled on the car due to the way in which the parts were removed, which resulted in large gaps and other damage not present on the car when it was initially taken away for the engine removal.

The Court is satisfied that Mr. Snow breached the contract to remove only the engine from Mr. Henegan's vehicle. Mr. Snow removed more parts than he paid for, and left the vehicle in a state of disrepair. Even after Mr. Snow attempted to rectify the situation by replacing the parts, the improper removal of the old parts combined with the poor installation of the new parts failed to restore the vehicle to the condition it was in after the engine removal. The second element in a breach of contract claim has thus been satisfied.

Based on the evidence in the record, Mr. Henegan suffered damages as a result of Mr. Snow's removal of the additional parts from the Rolls Royce. The amount of damages recoverable in a breach of contract action is "the expectation interest of the non-breaching party."¹⁴ The damages cannot be speculative, and the party must prove the damages to a reasonable certainty.¹⁵ Mr. White, an expert on Rolls Royce repairs, testified that the Rolls Royce was worth \$10,000.00 upon delivery to his shop. The vehicle at that time did not have an engine, and needed some repairs. After Mr. Snow removed the additional parts and then they were improperly reinstalled, Mr. White testified that the vehicle was worth \$3,000.00.

¹⁴ *Munro v. Beazer Home Corporation, et al.*, C.A. No. U608-03-081, at *11 (Del. C. P., June 23, 2011)(citing *E.I. DuPont de Nemours and Co. v. Pressman*, 679 A.2d 436, 445 (Del. 1996)).

¹⁵ *Munro*, at *11 (citing *LaPoint v. AmerisourceBergen Corp.*, 2007 WL 2565709, at *9 (Del. Ch. Sept. 4, 2007), *aff'd sum nom. AmerisourceBergen Corp. v. LaPoint*, 956 A.2d 652 (Del. 2008)).

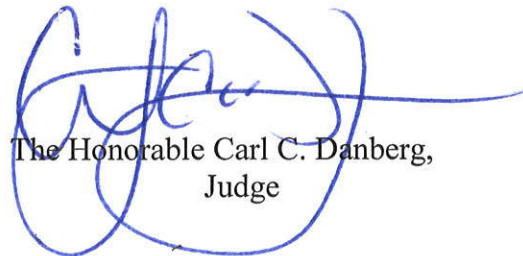
The Court finds, after weighing the evidence presented at trial that Mr. White's testimony regarding the value of the vehicle prior to the removal of the excess parts and after the removal, is credible, and will be used as the measure of damages. The invoice from Beverly Hills Bentley contains parts that Mr. White testified did not need to be replaced on the vehicle, and Mr. Henegan did not expend any money in purchasing the parts prior to trial. Therefore, the amount of damages Mr. Henegan is entitled to recover to place him in the same position he would have been in had the breach not occurred is \$7,000.00. The Court finds that this is a conservative measure of damages, as the initial value of the vehicle, \$10,000.00, does not take into account any repairs in addition to the engine replacement that may have been performed on the vehicle. However, Mr. Henegan, as the Plaintiff, failed to prove these additional costs to a reasonable certainty, and is therefore is not entitled to the value of the work performed on the vehicle prior to the sale of the engine.

Accordingly, the Court finds in favor of Mr. Henegan on its breach of contract claim for damages to his Rolls Royce incurred as a result of the unauthorized removal of parts by Mr. Snow.

CONCLUSION

For the foregoing reasons, the Court finds in favor of Gilbert Henegan in the amount of \$7,000.00, court costs, and post-judgment interest at the legal rate until paid in full.

IT IS SO ORDERED.


The Honorable Carl C. Danberg,
Judge

cc: Tamu White, Civil Case Manager, Supervisor