

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

DELMARVA AUTO FINANCIAL)
SERVICES, INC.,)

Plaintiff,)

v.)

ROBERT WILSON TYLER,)

Defendant.)

C.A. No. CPU5-13-000799

Patrick Scanlon, Esq.
Darlene Blythe, Esq.
203 NE Front St., Suite 101
Milford, DE 19963
Attorney for the Plaintiff

Mr. Robert Wilson Tyler
1879 S. DuPont Highway
Smyrna, DE 19977
Pro Se Defendant

Submitted: August 3, 2015

Decided: October 6, 2015

DECISION AFTER TRIAL

Plaintiff, Delmarva Auto Financial Services, Inc. (hereinafter “Delmarva Auto”), has brought this civil action against the defendant, Robert Wilson Tyler (hereinafter “Tyler”), seeking to collect a deficiency balance left on a car loan. Delmarva Auto is seeking recovery of \$2,795.81, the deficiency balance it contends is left on the loan after the sale of the repossessed vehicle, plus interest and court costs. Tyler contests recovery on the deficiency balance on the grounds that Delmarva Auto breached its agreement with him by selling him a vehicle that was not safe and reliable. A trial was held for this matter and the Court reserved decision. For the reasons provided below, the Court enters judgment for Delmarva Auto and against Tyler in the amount of \$2,795.81 plus pre-

judgment interest from March 9, 2013, at the contract rate of 29.75% per annum until the date of judgment and post judgment interest at the legal rate of 5.75% per annum, and court costs.

FACTS

On or about September 14, 2012, Tyler entered into a Retail Installment Contract and Security Agreement (hereinafter the “Contract”) with Auto Maxx, of Dover, Delaware, for the purchase of a 1995 Plymouth Voyager (hereinafter the “Van”), for \$3,777.00. He took delivery of the Van the same day. Pursuant to the Contract, Tyler financed \$2,409.00 at the interest rate of 29.78% per annum by making bi-weekly payments of \$145.00 until the balance was paid in full. The Van had 114,454 miles on it at the time of its delivery to Tyler. It came with a limited warranty that paid 100% parts and labor for covered items for the lesser of 30 days or 1,000 miles. The Contract also provided a security interest in the Van to Auto Maxx. The Contract was assigned to Delmarva Auto by Auto Maxx upon its execution.

Tyler started having problems with the Van in January of 2013. First, the Van needed the alternator drive belt and air conditioner compressor drive belt replaced. A couple of weeks later, the Van needed a number of repairs, including, but not limited to, new spark plugs, along with a spark plug wire set, an ignition coil and a distributor assembly. Then, on or about March 9, 2013, Tyler was driving the Van when it quit operating and the engine light came on. After some time, Tyler got the Van to restart and

he drove it to work. By that time, Tyler was frustrated with the Van.¹ He called Auto Maxx and told them that he was done with the vehicle and told them to pick it up.² The Van was repossessed by Delmarva Auto on or about March 13, 2013. At the time, it had 118,109 miles on the odometer.

The Van was subsequently sold at an automobile auction for \$800.00, leaving a deficiency balance on Tyler's car loan for the Van with Delmarva Auto in the amount of \$2,795.81. Delmarva Auto is seeking recovery of the deficiency balance left on the loan. Tyler has refused to satisfy the balance on the loan after demand by Delmarva Auto. Although he admits that he stopped payments on the Contract and that the deficiency balance is accurate, he alleges that Delmarva Auto breached the Contract by selling him a vehicle that was not safe and reliable.³

DECISION

Tyler admits that he stopped payments on the Contract and that the deficiency balance due to Delmarva Auto is accurate. Therefore, the only issue before the Court is whether Tyler has a legal defense to Delmarva Auto's claim. Tyler alleges that he has a valid defense to Delmarva Auto's claim due to Delmarva Auto's breach of the Contract when it sold him a vehicle that was not safe and reliable.

¹ Tyler had purchased two previous vehicles from Auto Maxx that had broken down on him. Each time he and Auto Maxx attempted to find a suitable solution. He testified that the Van was his final attempt to obtain a reliable vehicle from Auto Maxx.

² Although Tyler testified about the problems he experienced with the Van, he did not offer any expert testimony on the issue.

³ Delmarva Auto is not a holder of the Contract in due course. Therefore, it is subject to the same defenses that would be available to Tyler against Auto Maxx.

Tyler bears the burden to prove each element of his breach of contract claim by a preponderance of the evidence. A preponderance of the evidence is defined as, “[t]he side on which the greater weight of the evidence is found is the side on which the preponderance of the evidence exists.” *Preferred Bus. Serv., Inc. v. Bruny’s Bail Bonds, Inc.*, 2012 WL 5874348, at *5 (Del. Com. Pl. Nov. 20, 2012) (citing *Reynolds v. Reynolds*, 237 A.2d 708, 711 (Del. 1967)).

To prevail on a claim for breach of contract, Tyler must establish by a preponderance of the evidence that: (1) a contract existed between himself and Delmarva Auto; (2) Delmarva Auto breached an obligation imposed by the contract; and (3) that he suffered damages as a result of the breach. *VLIW Tech., LLC v. Hewlett-Packard Co.*, 840 A.2d 606, 612 (Del. 2003).

In the present case, there is no dispute that an installment contract for the purchase of the Van existed between Tyler and Delmarva Auto. The Contract included a limited warranty that covered repairs for various items in the Van such as the engine and transmission. The duration of the warranty was for the lesser of 30 days or 1,000 miles.

Tyler alleges that Delmarva Auto breached its obligation under the Contract by not providing a safe and reliable vehicle to him. At the time of delivery, the Van was approximately 17 years old with 114,454 miles on it. In January of 2013, approximately four months after delivery of the Van, Tyler began experiencing problems with the Van that were common maintenance issues associated with an older used vehicle. Tyler continued to operate the Van until on or about March 9, 2013, when the Van suddenly quit operating and the engine light came on. From the time Tyler first experienced mechanical problems until the time the Van quit operating and the engine light came on,

the limited warranty had expired. Thus, Delmarva Auto was not obligated under the Contract to repair the Van.

From the evidence introduced at trial, Tyler has failed to prove by a preponderance of the evidence that Delmarva Auto breached any obligation to provide a safe and reliable vehicle under the Contract. Tyler failed to present sufficient evidence or expert testimony to show that the Van could not be safely operated at the time the Contract was executed or at anytime thereafter. The evidence demonstrates that Tyler operated the Van for approximately six months from the time he took possession of it. Furthermore, at the time of the Contract, Tyler acknowledged and understood that due to the Van's age and high mileage that the Van would need maintenance and repairs.⁴ For the foregoing reasons, the Court finds that Delmarva Auto did not breach any obligation to provide a safe and reliable vehicle.

Because of the Court's determination that Tyler failed to prove that Delmarva Auto breached the Contract, the Court will not discuss whether Tyler suffered any damages.

CONCLUSION

As a result of the Court's findings of fact, which are based upon the entire record, including all direct and circumstantial evidence, and all references resulting therefrom, and the Court's conclusions of law, the Court enters judgment for the plaintiff, Delmarva Auto, and against the defendant, Robert Wilson Tyler, in the amount of \$2795.81, plus pre-judgment interest from March 9, 2013, at the contract rate of 29.75% per annum until

⁴ Tyler initialed and signed the Buyer-Seller Agreement in which he waived an independent inspection of the Van and acknowledged that purchasing a used vehicle will require repairs. (Pl.'s Ex. 14).

the date of judgment and post-judgment interest at the legal rate of 5.75% per annum, and court costs.

IT IS SO ORDERED this 6th day of October, 2015.

A handwritten signature in cursive script that reads "Charles W. Welch". The signature is written in black ink and is positioned above a horizontal line.

CHARLES W. WELCH
JUDGE