

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

BEOLLA TRANSPORTATION, INC.)

Plaintiff,)

v.)

C.A. No. CPU5-13-000395

SULAIMAN KARGBO, A/K/A,)
ALWAYS READY TAXI)

Defendant.)

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Submitted: March 17, 2015

Decided: May 14, 2015

DECISION AFTER TRIAL

The case before the Court involves a civil dispute between two former friends and countrymen who were so close they referred to each other as uncle and nephew. Plaintiff, Beolla Transportation, Inc., (“Beolla”) and its President, James B. Bangura (“Bangura”) contend that Beolla sold five taxi medallions to the defendant, Mr. Kargbo, a/k/a Always Ready Taxi, (“Kargbo”) for \$12,000 each. Beolla contends that Kargbo failed to pay him for two of the medallions, for a total cost of \$24,000. Beolla also contends that Kargbo agreed to rent a taxi from Beolla for \$250 per week, and that he failed to pay rent for a total of \$13,000. Following

trial on this matter, the Court enters judgment for the defendant, Sulaiman Kargbo, a/k/a Always Ready Taxi.

FACTS

Beolla provided its theory of the case when it filed its Pretrial Conference Worksheet and Stipulation on December 10, 2013. In that worksheet and stipulation, Beolla stated that at trial it intended to prove that “Plaintiff sold five medallions to Defendant Kargbo for the amount of \$12,000 each. Defendant Kargbo has failed to pay for two of the medallions totaling \$24,000.” It also stated that “James Bangura will testify that as to the facts and circumstances regarding Plaintiff selling five medallions to Defendant Kargbo for the amount of \$12,000 each . . .” Finally, it narrowed the issues with respect to this claim as follows: “On April 16, 2012, Plaintiff sold five medallions to Defendant Kargbo.”

In the Pretrial Conference Worksheet and Stipulation, Beolla also stated that it would prove that “Defendant Kargbo agreed to rent a taxi from Plaintiff for the amount of \$250.00 a week totaling \$13,000.00 in back rent due to Plaintiff.” Next, it stated that Bangura will testify to “Defendant Kargbo agreeing to rent a taxi from Plaintiff for the amount of \$250.00 a week totaling \$13,000 in back rent due to Plaintiff.” Finally, it narrowed the issues with respect to this claim as follows: “Defendant Kargbo rented a taxi from Plaintiff Beolla Transportation, Inc.”

At trial, the evidence presented on behalf of Beolla was confusing to say the least, but, all of the evidence introduced by Beolla suggested that Bangura had purchased four taxi medallions for \$12,500 each from Vincent Airport Services, Inc., d/b/a Comfort Ride Taxi (“Vincent”) in 2009. Bangura did not possess a Delaware driver’s license at the time. A valid Delaware driver’s license was required by the State of Delaware to place taxi medallions in a new name. Kargbo, who was a close friend of Bangura at the time and had introduced Bangura to Vincent,

did possess a Delaware driver's license. Therefore, Bangura brought Kargbo with him to have the four medallions placed in Kargbo's name for safe keeping. Bangura expected to have the four medallions returned to him by Kargbo, and placed in the name of Beolla, as soon as Bangura obtained a Delaware driver's license and incorporated Beolla.

Next, Bangura obtained a valid Delaware driver's license and incorporated Beolla. He then contacted Kargbo to obtain the return of the four medallions. Kargbo returned two of them but never returned the other two. There was no testimony indicating Beolla's sale of the medallions to Kargbo. Beolla seeks judgment in the amount of \$25,000 for the two taxi medallions that were not returned by Kargbo.

Bangura also contends that Beolla and Kargbo entered into a lease agreement whereby Kargbo rented a taxi from Beolla for \$250 per week and that Kargbo has breached this agreement by failing to pay a total of \$13,000 in back rent. The only lease agreement introduced into evidence by Beolla that supports the existence of such an agreement is between Bangura as the "President of Sierra Transportation, Inc." and Kargbo. That lease agreement does not indicate a rental amount and is not signed by anyone. Beolla seeks a judgment in the amount of \$13,000 for the back rent.

Kargbo disputes that there was an agreement of any sort with respect to the taxi medallions. Additionally, he contends that he does not owe any back rent to Beolla for the lease of any taxi.

DISCUSSION

Court of Common Pleas Civil Rule 16 provides that the Court may order attorneys for parties in an action, as well as unrepresented parties appearing before it, to participate in pre-trial conferences. Ct. Comm. Pl. Civ. R. 16(c) and (d). The purpose of these pretrial conferences,

and of the pretrial worksheets and stipulations resulting therefrom, is to narrow the issues for trial and address other matters that may aid in the disposition of the matter. Additionally, the guiding theme of the pretrial process is one of fairness. The conferences and worksheets put the opposing party on notice of the other party's theories of the case, allowing each party to prepare to litigate all of the issues that the other will bring.

The Delaware Supreme Court has “vacated part of [the trial court’s] judgment because one of the issues decided by the trial court was not raised by either party in the Pretrial Stipulation.” *Rexnord Industries, LLC. V. RHI Holdings*, 2009 WL 377180, *5 (Del. Super. Ct. Feb. 13, 2009) (citing *Gannett Co. v. Bd. Of Managers*, 840 A. 2d 1232, 1238 (Del. 2003)). The Supreme Court noted that “the Pretrial Stipulation is controlling on the parameters of the issues presented for the court’s consideration.” *Id.* (internal quotation marks omitted).

Additionally, this Court has refused to accept a party’s argument of *quantum meruit* because both the Complaint and the Pretrial Stipulation had instead proposed a theory of breach of contract. *Harrison Realty Inc. v. Liberto Development Ltd.*, 2006 WL 925199, *3 (Del. Ct. Comm. Pl. Apr. 7, 2006). Because neither the Complaint nor the Pretrial Stipulation argued a theory of *quantum meruit*, the Court refused to consider the argument. *Id.*

In the present case, the Court concludes that the testimony and the physical evidence introduced by Beolla in support of its first claim for the reimbursement for two taxi medallions were completely contrary to the theory of the case Beolla articulated in the Pretrial Worksheet and Stipulation it submitted. The Pretrial Worksheet and Stipulation submitted by Beolla alleges a claim based on Beolla selling medallions to Kargbo and Kargbo failing to pay for two of them. From the testimony and the rather confusing evidence offered at trial, it instead appears that Beolla was pursuing a theory that the medallions had been given to Kargbo as a form of


temporary bailment, until such time as Bangura was able to place them into Beolla's name. The Court has carefully examined all of the evidence introduced at trial and is unable to find support for the theory of the case advanced by Beolla in its Pretrial Worksheet and Stipulation. At trial, Beolla pursued a completely different legal argument and theory of the case than it had previously indicated, forcing Kargbo to defend a case for which he was not prepared. Therefore, the Court finds that Beolla has failed to prove its case by a preponderance of the evidence and enters judgment for Defendant Kargbo.

Next, the Court examines Beolla's second claim for lost rent for a taxi. The Court finds that Beolla has failed to prove this claim by a preponderance of the evidence. Little testimony was provided supporting this claim. Further, the lease agreement introduced at trial did not list Beolla as a party, was not executed and did not provide a rental amount. Therefore, judgment for Defendant Kargbo is entered on this claim also.

CONCLUSION

As a result of the Court's findings of fact, which are based upon a comprehensive and careful examination of the entire record, including all physical and testimonial evidence, and all references resulting therefrom, and the Court's referenced conclusions of law, the Court enters judgment for Defendant, Sulaiman Kargbo, a/k/a Always Ready Taxi, and against Plaintiff, Beolla Transportation, Inc., on all counts pursued by Beolla.

IT IS SO ORDERED this 14th day of MAY, 2015.



CHARLES W. WELCH
JUDGE