IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

MICHELLE NEUMEISTER,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 1624-VCS
	)	
ERNEST J. HERZOG,	)	
	)	
Defendant.	)	

MEMORANDUM OPINION

Date Submitted: May 3, 2007
Date Decided: July 12, 2007

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STRINE, Vice Chancellor.

This is a dispute between a formerly-cohabitating couple who chose never to marry. The plaintiff, Michelle Neumeister, seeks to enforce an equitable interest in a home titled solely in the name of her former romantic partner, the defendant Ernest Herzog. In this post-trial opinion, I reject Neumeister's claims and enter judgment in favor of Herzog.

I. Factual Background

Herzog and Neumeister met in 1998 and began a romantic relationship in 1999. When the two began their romance, Neumeister lived in Ohio and was going through a contested divorce. That divorce ultimately resulted in no property division.

Before Neumeister and Herzog's relationship began, both parties owned certain modest, but not immaterial, assets. Herzog had some savings and owned a house in Florida from which he earned rental income. Neumeister owned her home in Ohio and had a stock portfolio and a § 401(k) retirement savings account.[1]

In late 1999, Neumeister and Herzog decided that Neumeister would move to Delaware and that the couple would build a new home in which they would live together. Herzog and Neumeister initially intended to purchase the home together as joint owners of the property. Toward that end, Neumeister made several trips to Delaware to visit potential home sites, and eventually selected a lot in the Deerborne Woods subdivision, 3 Cardigan Court, Newark Delaware (the "Property"). She also chose a model home to be constructed by the developer. Around the same time, Neumeister became pregnant with Herzog's child, a son. At some point around this time, the couple also took out reciprocal life insurance

[1] Neumeister has not disclosed the value of her stock holdings or her § 401(k) account.

policies on each other's lives. Because of the pregnancy, Neumeister did not move to Delaware until September 2001, after the couple's son was born.

From her home in Ohio, Neumeister was closely involved in the planning of the construction, and in the design of the finishes and the carpeting for the house.[2] Because of Neumeister's ongoing contested divorce, however, Neumeister decided that she did not want to be listed as a joint owner of the Property because such a property holding would complicate her divorce proceedings. Herzog therefore went forward with the purchase as sole owner. He was the only party to execute the construction contract with the developer and was the only party listed on both the mortgage and the deed to the Property.[3]

The settlement and closing for the Property occurred on May 30, 2000. The purchase price was $227,680. Herzog paid the entire $30,000 down payment and thereafter moved into the home. To make the down payment, Herzog used all of his pre-relationship savings (including the profit on the sale of his Florida house). He also borrowed $5,000 from his parents.

During the summer of 2000, around the time of the closing on the Property, Neumeister gave Herzog various amounts of cash for certain purchases related to the home. But other than a payment of $1,750 for a stove and refrigerator, the record is unclear as to the amount of cash involved. Neumeister testified that she gave Herzog money for the purchase of a washer and dryer and shared a charge on a joint credit card charge for a

[2] *See* Joint Exhibit ("JX") B (discussing Neumeister's involvement in the selection and installation of the carpeting).
[3] JX D (construction contract); JX E (mortgage); JX F (deed).

dishwasher, but the cost of those appliances was never established.[4] A $6,000 certificate of deposit that was titled in the names of both Neumeister and Herzog was also cashed in to pay for the carpeting in the house.[5]

Also around this time, Herzog added Neumeister to his Wilmington Trust checking account, making it a joint account. That account was used to make the mortgage payments on the Property. Herzog deposited all of his income into this account at all times throughout the relationship. After the couple's son was born and Neumeister moved into the Property, Neumeister also began contributing her income into that account. Neumeister's income, however, had declined dramatically after the birth of the couple's son, as she had gone on maternity leave.[6]

Sometime in 2000, Neumeister had put her Ohio home up for sale. The house sold in June 2001. Neumeister netted about $15,000 on the sale. She deposited $3,000 of that into the joint Wilmington Trust account. She deposited $9,000 into her separate personal savings account, which she did not share with Herzog.[7]

Also in mid-2001, the couple decided to refinance the mortgage on the Property in order to get a better interest rate. In connection with the refinancing, the couple intended to add Neumeister's name to the deed. In exchange for giving Neumeister an interest in the Property, Herzog hoped that Neumeister would use some of her savings or her stock

[4] Trial Transcript ("Tr.") at 13.
[5] *Id.* at 13-14. The initial source of funds for the CD was never proven.
[6] Throughout the time Neumeister deposited her income into the joint checking account, she also withdrew $25 per week to deposit into a savings account that was in her name only.
[7] It is unclear what happened to the other $3,000.

portfolio to pay down some of the principal balance on the loan. But no express agreement in this regard was ever made.

Much of the initial paperwork for the new loan and mortgage listed both Neumeister's and Herzog's names.[8] But en route to the closing for the new loan, the couple learned that, because they were not married, if Neumeister's name was added to the deed, they would become liable for the payment of a transfer tax in the amount of several thousand dollars. Neumeister and Herzog did not want to pay the transfer tax[9] and therefore Neumeister was not added as a joint owner of the Property and was not named on the mortgage documents. The refinancing went forward without her.

Neumeister, however, was not happy with that situation. She testified that the couple intended to marry eventually, allowing her then to be added to the deed tax free.[10] I am dubious about that testimony as the record suggests that Neumeister's ardor toward Herzog had already declined substantially by then and that she was the party most inclined toward ending their relationship. Indeed, Neumeister wanted a formal mechanism to be in place to protect what she believed to be her interest in the Property. She therefore suggested that the couple's lawyer draw up "a 50-50 agreement making us equal owners in that property."[11] She had the lawyer draft a proposed Home Ownership Purchase And Separation Agreement (the "Draft Agreement"), granting Neumeister a 50% equity interest in the Property

[8] *See* JX R.
[9] Neumeister testified that money was tight at this time and that they could not have afforded to pay the transfer tax. Tr. at 32. But, at the time, Neumeister had more than $9,000 from the sale of her Ohio home in her personal savings account.
[10] Tr. at 32.
[11] Tr. at 33.

"without regard to the parties [sic] relative contributions toward the acquisition and maintenance of the Property."[12] Neumeister signed the Draft Agreement in September 2001 and gave it to Herzog for him to sign and have notarized. For several months, Neumeister believed that Herzog had in fact done that. But Herzog did not sign the Draft Agreement, testifying that he did not do so because he did not believe it to be in his best interest.[13]

Neumeister learned of this in early 2002, when she asked Herzog to give her a copy of the executed Draft Agreement to put in her lock box. Herzog told her that because she was not offering to make any principal contribution to the Property, if he was going to give her a 50% interest in the house (for which he had made the entire down payment from savings that pre-dated the relationship and which was his only substantial asset), he thought it only fair that Neumeister share her assets with him. Neumeister refused that compromise, and, as a result, the Draft Agreement was never executed.[14] I sense that Herzog's reluctance to accept Neumeister's terms reflected his well-based insecurity about Neumeister's romantic commitment to him.

Herzog did, however, give Neumeister oral reassurances that, as the mother of his son, he would "always do right by [her]" and that he would "give [her] what's fair."[15] Once it became clear that Herzog was not willing to sign the Draft Agreement, however, Neumeister stopped depositing her income into the joint Wilmington Trust account and thus

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[12] JX U at § 3(a).
[13] Tr. at 114.
[14] *See* Tr. at 115 (Herzog's testimony regarding a proposed compromise: "'Well, if I'm going to sign this, show me your stock, show me this, show me that.' You know 'We should' — you know, 'We should share everything.' I guess that was vetoed.").
[15] Tr. at 44.

stopped sharing any responsibility for the mortgage payments. From 2002 on, Neumeister's financial contributions to the relationship were limited to food, clothing, life insurance, cleaning, the odd vacation and gift, and a college fund for the couple's child. That reduced financial contribution was important because around this time, Neumeister, who had recently gone back to work, began to experience a swift increase in income.[16] At the same time, Herzog's income declined from more than $70,000 a year before May 2001 to between $40,000 and $50,000 a year thereafter as a result of a change in career.[17] On that single reduced income, Herzog made all of the mortgage payments, as well as payments for utilities, property taxes, and homeowners insurance.[18]

By the end of 2004, it had become clear that the couple's romantic relationship would not survive. Neumeister began plans to move, with the couple's son, to nearby Pennsylvania where she had begun construction of another new home. Neumeister and the couple's son moved out of Herzog's home in April 2005, a few months before their new Pennsylvania home was completed in July 2005. Neumeister closed on that home and moved in shortly thereafter. The purchase price for the Pennsylvania home was $387,000. Neumeister made a $30,000 down payment out of her savings, some of which she accumulated during her relationship with Herzog, and the rest of which existed in large part

[16] Neumeister's income in 2001, during which she contributed to the joint account, was $24,254. In 2002 it was $42,797, in 2003 it was $57,698, in 2004 it was $71,000, and in 2005 it was $77,999. *See* JX K, X, Y.
[17] *See* Tr. at 127-29.
[18] On two occasions, Neumeister gave Herzog about $1,000 to make a mortgage payment when Herzog came up short. On another occasion, Neumeister loaned him about $1,000 which he promptly repaid.

because she had not contributed *any* of her pre-relationship savings to help purchase the Property.

Herzog did not accumulate any savings during the relationship and in fact incurred substantial debts during that time. He paid off those debts by doing a cash-out refinancing of the Property in mid-2005. On several occasions before the closing on Neumeister's Pennsylvania home, Herzog offered Neumeister cash payments in settlement of her claim to an interest in the Property and promised that he would make the cash payment pursuant to any settlement offer by the time of Neumeister's Pennsylvania closing. Neumeister did not accept any of those offers, and Herzog did not give Neumeister any cash toward the down payment on her new home. Herzog is current on his monthly child support payments.

II. The Parties' Claims And Defenses

Neumeister claims that she is entitled to an interest in the Property equal to one-half of the amount by which the value of the Property exceeded the mortgage balance as of April 2005. The parties stipulated that the value of the Property at that time was $355,000 and that the mortgage balance was $201,000. Neumeister thus claims that she is entitled to one-half of $154,000, or $77,000. She relies on alternate theories of resulting trust based upon her financial contributions to the relationship and constructive trust based upon Herzog's allegedly inequitable refusal to sign the Draft Agreement and his supposed failure to honor his oral promises to treat her fairly. Herzog disputes Neumeister's right under those theories to an equitable interest in the Property and also contends that her claims are barred by the doctrine of unclean hands.

A. Neumeister Is Not Entitled To A Resulting Trust

A resulting trust is imposed by a court of equity to give effect to the presumed intent of the parties.[19] Ordinarily, when one person pays the consideration for real estate but another person takes legal title, a resulting trust, or purchase money resulting trust, arises in favor of the person paying the purchase money.[20] A plaintiff's right to a resulting trust must be proven by clear and convincing evidence.[21]

In support of her claim to a resulting trust, Neumeister points to her various financial contributions to the relationship, which included (1) $3,000 from the sale of her Ohio home; (2) $1,750 for the purchase of a stove and refrigerator; (3) her portion of a $6,000 jointly titled certificate of deposit; (4) the purchase price of a washer, dryer, and part of a dishwasher; (5) her maternity leave pay and employment income for part of 2000, all of 2001 and part of 2002, as well as other miscellaneous deposits into the joint Wilmington Trust checking account; and (6) general payment for food, clothing, vacations, etc. from 2002 to 2005.

None of those payments, however, were used directly toward the acquisition of the Property, and none show that the parties intended for Neumeister to have a 50% interest in it, especially given that Neumeister twice eschewed the chance to become a joint owner and she and Herzog never reached a later agreement changing that clear status quo. The record

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[19] *Hudak v. Procek*, 727 A.2d 841, 843 (Del. 1999).
[20] *Wagner v. Hendry*, 2000 WL 238009, at *6 (Del. Ch. 2000); *see also Everett v. Lanouette*, 1994 WL 681106, at *6 (Del. Ch. 1994) (noting that a court "will impose a resulting trust when a legal estate is purchased with surrounding facts and circumstances giving rise to the inference the beneficial interest is separate from the legal title.")
[21] *E.g.*, *Taylor v. Jones*, 2006 WL 1566467, at *3 (Del. Ch. 2006).

is plain that once Neumeister decided that she did not want to be listed as a joint owner of the Property, Herzog went forward with the initial purchase on his own, made the $30,000 down payment solely with his own funds, using his entire pre-relationship savings, and was also the only party ever liable for the mortgage payments.

Although Neumeister claims that, around the time Herzog made the down payment on the Property, she gave various amounts of cash to Herzog for purposes related to the Property, the amounts of those cash gifts is uncertain and Neumeister admits that she is unable to trace them into the purchase of the Property.[22] Moreover, contributions for the improvement of real property do not give rise to a resulting trust.[23] Therefore, even to the extent that Neumeister may have made some modest contributions related to the Property itself, such as the contribution of her portion of the jointly-titled $6,000 CD, which went toward carpeting for the Property, no resulting trust arises.[24]

Neumeister's contribution toward mortgage payments from September 2000 until the spring of 2002 does not give rise to a resulting trust, either. Rather, our law treats such

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[22] Plaintiff's Opening Post-Trial Brief at 8.

[23] *Elliott v. Holladay*, 2003 WL 1240497, at *4 (Del. Ch. 2003) (explaining that a plaintiff's substantial contributions of over $20,000 toward a piece of real property did not give rise to a resulting trust where the funds were not used toward acquisition of the property).

[24] The $1,750 that Neumeister gave to Herzog for the purchase of a stove and refrigerator might give rise to a resulting trust in her favor over those appliances. *See Adams v. Jankousaks*, 452 A.2d 148, 152 (Del. 1982) ("Although most resulting trust cases involve the purchase of real property, the theory upon which they are based equally applies to acquisitions of personalty."). But Neumeister has not asserted any claims to those items, nor has she sought to prove the current value of the appliances for which she furnished the purchase price. It is also unclear from the record whether these items are even still at the Property or in Herzog's possession. Neumeister lived at the Property for nearly five years and, for that time, reaped the benefit of whatever Property-related expenditures she made. For much of that time, she lived at the Property rent free, without contributing to the mortgage, taxes, insurance, or utilities, all the while amassing substantial savings. The personal benefit Neumeister reaped from that outweighs any marginal property division that might otherwise obtain from her Property-related contributions.

contributions as akin to rent unless the contributing party proves that the contributions were greater than the amount that would have been required to rent a similar property.[25] In other words, Neumeister received consideration, in the form of a place to live, for any contributions she made toward the mortgage payments.[26]

B. Neumeister Is Not Entitled To A Constructive Trust

A constructive trust may be imposed when a defendant's fraudulent, unfair, or unconscionable conduct causes him to be unjustly enriched at the expense of another.[27] "Delaware courts will impress a constructive trust upon property in favor of the one who is in good conscience entitled to it, and who is considered in equity as the beneficial owner."[28] If one party obtains, or retains, legal title to property by fraud, by violation of confidence or of fiduciary relations, or in any other unconscionable manner, a court will impress a constructive trust upon the property in favor of the one who is in good conscience entitled to it.[29]

Neumeister's claim to a constructive trust over the Property is founded on the notion that she and Herzog stood in a fiduciary relationship and that Herzog violated some duty owed to her. Delaware case law does not, however, recognize a fiduciary relationship between cohabitating couples where neither is dependent on the other or under the other's

[25] *Wagner*, 2000 WL 238009, at *8.
[26] *See id.*
[27] *Adams v. Jankouskas*, 452 A.2d 148, 152 (Del. 1982).
[28] *Bird's Construction v. Milton Equestrian Center*, 2001 WL 1528965, at *3 (Del. Ch. 2001) (quotation omitted).
[29] *Id.* (quoting 1 POMEROY'S EQUITY JURISPRUDENCE § 166, at 210-11 (5th ed. 1941)).

domination or control.[30] Neumeister claims that her relationship went beyond mere cohabitation because the couple had a child together and because they coordinated their estate planning by purchasing life insurance policies on each other's lives. Neumeister does not explain, however, why these additional factors give rise to a fiduciary relationship, and, in light of this court's traditional hesitancy to expand the number and types of relationships that are denominated as fiduciary, I decline to ascribe that designation to the couple's relationship.

That does not, however, foreclose a finding that a constructive trust is warranted, as violation of a fiduciary duty is not the only wrong that can give rise to such a remedy. Rather, any fraudulent or unconscionable act that causes one to be unjustly enriched at the expense of another is subject to being remedied in equity.[31] In this regard, Neumeister contends that the only reason her name was not added to the deed to the Property at the time of the refinancing in September 2001 was to avoid the transfer tax payment and that she allowed the refinancing to proceed in Herzog's sole name in reliance on Herzog's promise to execute an agreement to protect her equity interest in the Property. If Herzog had not so promised, Neumeister claims she would have "bitten the bullet" and paid the transfer taxes.[32] Neumeister thus claims that Herzog's wrongful refusal to live up to his earlier promise to grant her an interest in the Property precluded her from obtaining a rightful legal interest in the Property when she had the opportunity to so.

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[30] *Bird's Construction*, 2001 WL 1528965, at *4.
[31] *Adams*, 452 A.2d at 152.
[32] Tr. at 34.

But Neumeister's testimony at trial, in 2007, that she was willing to pay the transfer taxes in 2001 is self-serving and not credible. When it mattered, Neumeister wanted to avoid paying the costs — i.e., the taxes — of becoming an owner of the Property and did not want to dip into her pre-relationship savings for that purpose. Nor do I believe Neumeister's testimony that Herzog promised that he would simply add or treat her as a joint owner later.[33]

Although Neumeister claims she relied on such a promise in allowing the refinancing to proceed without adding her name to the deed, Herzog had no obligation, at that time, to give her an interest in the Property or to allow her to participate in the refinancing. Admittedly, Herzog did initially intend to add Neumeister's name to the deed in connection with the refinancing. But that intention was also coupled with a hope that Neumeister would use some of her assets to pay down the principal balance on the mortgage. When it became clear to Herzog that Neumeister had no plans to do that and that by signing the Draft Agreement, Herzog would be making a gift of one-half of his only substantial asset,

[33] Communication between Neumeister and Herzog regarding financial matters of this type was less than ideal throughout their relationship, as it appears that as of 2002, Herzog did not even know the extent of Neumeister's savings or the value of her investment portfolio. The lack of communication between the two is highlighted by the fact that although Herzog hoped Neumeister would make a substantial principal contribution to the Property's mortgage in exchange for being added to the title, he apparently never made any such explicit request. It is against this backdrop that I interpret the behavior of the parties with respect to the Draft Agreement. The notion of the Draft Agreement was first suggested by Neumeister at the closing on the refinancing shortly after she learned that she could not be added to the deed without paying thousands of dollars in taxes. The record reflects that this was a sensitive period in the couple's by-then precarious relationship and that the subject they were confronted with was not something they were comfortable dealing with openly. It does not strike me as surprising therefore that the couple may have attached conflicting levels of significance to the discussion they had regarding the Draft Agreement at that time. In any event because neither party has provided a comprehensive account of what was said by each to the other at the time of the refinancing, I cannot conclude that anything resembling an oral agreement regarding an equity interest in the Property was reached at that time.

which he acquired with his pre-relationship savings, he thought it fair that Neumeister share her assets with him as well. When Neumeister refused, so did Herzog, and there is nothing inequitable or unconscionable about refusing to make an unreciprocated gift of the type Neumeister seeks to enforce here.[34]

In this vein, the fact that Neumeister seeks an equitable remedy equivalent to what would obtain if a court enforced the terms of the Draft Agreement is telling. Herzog admittedly never signed the Draft Agreement. It therefore cannot be enforced against him, in the strict contract law sense, both because he never agreed to it and because to do so would do violence to Delaware's statute of frauds, which requires that all agreements relating to an interest in real property be in writing and signed by the party sought to be charged.[35]

Likewise, Herzog's statements that he would treat Neumeister "fairly" do not buttress her claim for a constructive trust. The best interpretation of those oral statements is that they related to the broader financial aspects of the relationship in the sense that Herzog promised not to take advantage of Neumeister's financial contributions to either the Property or to the relationship generally. In this regard, the fact that Neumeister lived at the Property from 2002 to 2005 without paying rent or contributing to the mortgage payments, insurance, utilities, or property taxes supports the conclusion that Herzog was not unjustly enriched by any of Neumeister's financial contributions. Although Neumeister was footing

[34] *Cf. Kelley v. Lee*, 91 A.2d 39, 42 (Del. Ch. 1952) (stating that a promise to make a gift is unenforceable).
[35] *See* 6 *Del. C.* § 2714 ("No action shall be brought to charge any person upon any . . . contract or sale of lands . . . or any interest in or concerning them . . . unless the contract is reduced to a writing . . . [and] signed by the party to be charged therewith.")

the bill for more general expenses like food and clothing, she did not prove the extent of her expenses on these things, which typically do not rival larger expenses like mortgage payments, utilities, and insurance. At the same time, during these later years of the relationship, Neumeister was earning the larger salary of the two and was amassing substantial savings that she used to buy a newer, larger home when the relationship ended. All the while, Herzog was going further into debt.

Indeed, the relative financial positions in which each party emerged from the relationship demonstrate that there is no equitable imbalance that requires correction here. Both parties continue to own relatively new homes. Neumeister's apparently is the nicer of the two, though, as a result of the price appreciation that accompanied the hot housing market from 2001-2005, Herzog appears to have more equity in his. Discovery was not had as to the other assets held by the parties, but as it stands, the record suggests that Neumeister is in the better financial position of the two.

Having cohabitated for nearly five years, the couple necessarily commingled certain assets and shared various expenses. Herzog, however, bought the Property by himself and, throughout the relationship, put everything he had into paying for it. Throughout this time, there is no evidence that Herzog did not make fair contributions to overall household expenditures; it seems he was never withholding in this regard and always did his part, given the resources at his disposal. Neumeister had the opportunity to contribute to the purchase price of the Property at the time it was bought and later to acquire an interest in it by either making a principal contribution to the Property or agreeing to share her assets as well. She declined both opportunities and reaped substantial personal benefits by doing so

through the retention of her pre-relationship savings. She also benefited by living in the Property rent-free for nearly three years, using that time to accumulate funds to buy a new house. For all these reasons, Neumeister has not come close to establishing a right to a constructive trust over the Property.

C. Herzog's Unclean Hands Defense

As an alternative matter, I also address Herzog's unclean hands defense. That defense rests in the proposition that Neumeister twice had the chance to become a co-buyer of the Property and twice declined for reasons that now disentitle her to the aid of equity. When the couple was first going to buy the Property, Neumeister declined to participate as a buyer because she did not want to buy a new house before her divorce proceedings were final. She did not want to have to address in the Michigan courts the implications of her ownership for her divorce settlement. Then, when the couple was going to refinance the mortgage on the Property, Neumeister could have become a co-owner but did not want to pay the taxes required. Now she comes before this court asking to be placed in the same position as if she had not made these conscious choices.

The unclean hands doctrine is an important doctrine, designed primarily to protect courts of equity from being misused.[36] Equity courts temper the harshness of the law's strict application, but only in situations where the party seeking relief has "acted fairly and without fraud or deceit as to the controversy in issue."[37] Here, there was no ambiguity about

[36] *E.g.*, *Skoglund v. Ormand Industries, Inc.*, 372 A.2d 204, 213 (Del. Ch. 1976) ("The purpose of the clean hands maxim is to protect the court against misuse by one who, because of his conduct, has forfeited his right to have the court consider his claims, regardless of their merit.").
[37] *Bishop v. Bishop*, 257 F.2d 495, 500 (3d Cir. 1958).

how the Property was titled. Neumeister knew at all times that she did not have legal title and bore no legal responsibility for the mortgage payments. Indeed, her intent twice was to escape legal responsibility for ownership of the Property, in order to avoid the adverse financial consequences that might have resulted in her divorce proceedings and in order to avoid having to pay transfer taxes required by this State's laws. Yet, she now asks this court, as a court of equity, to give her the rights of a legal owner.

It is not the task of this court to aid parties in implementing schemes to avoid the consequences of laws addressing marital property relations or their responsibility to pay taxes.[38] To do so would enlist the court as an agent in conduct subverting duly-enacted laws and sully it.[39] Because Neumeister made the knowing decision to eschew legal ownership of the Property precisely because she did not want to accept the responsibilities that came with legal ownership, equity requires that she be left in the posture she chose.

Finally, although not a matter of unclean hands, it also bears mention that Neumeister never married Herzog. The legal consequences of marriage are important and include subjecting the parties to a thoroughgoing statutory regime addressing property rights.[40] When a person who has the legal option of marriage chooses to pursue a romantic relationship involving cohabitation, that person necessarily accepts the realities that it is

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[38] *E.g.*, *id.* (holding that the unclean hands doctrine barred relief to a litigant who aided her ex-husband in placing assets outside the reach of another of the ex-husband's former wives); *Caudle v. Hazelwood*, 2002 WL 32627768, at *1 (E.D. Va. 2002) (refusing under the unclean hands doctrine to grant relief to a group of plaintiffs based on their improper motives to avoid capital gains taxes on the sales of their homes).

[39] *See Morente v. Morente*, 2000 WL 264329, at *3 (Del. Ch. 2000) (explaining that "public resources should not be expended and the integrity of our courts should not be sullied in proceedings" that ask the court to sanction illicit behavior).

[40] *See* 13 *Del. C.* § 1513 (setting forth the property subject to equitable distribution upon divorce and the factors relevant to such distribution).

doubtful that the parties will contribute in exactly equal ways to their living expenses and assets, and that the simple fact of their romantic relationship will not suffice to render assets acquired during the relationship by one of them a joint asset of both parties when they break up. In this regard, it is notable that despite testifying at trial that she considered the couple's relationship to have been a joint venture in all financial respects,[41] Neumeister has not sought a comprehensive inquiry, along the lines of an accounting, into what would be a fair allocation between herself and Herzog of all relevant assets, including her pre-relationship savings. Based on the record before me, it appears that such an inquiry would yield the conclusion that she did just fine and that Herzog did not reap any unfair windfall at her expense.

III. Conclusion

For the reasons stated, I find in favor of Herzog on all counts. Neumeister's claims to an equitable interest in the Property are dismissed. IT IS SO ORDERED.

[41] Tr. at 76.