

COURT OF COMMON PLEAS
FOR THE STATE OF DELAWARE
WILMINGTON, DELAWARE 19801

JOHN K. WELCH
JUDGE

October 29, 2014

Natocha Williams
1407 Greenwich Court
New Castle, DE 19720
Pro Se Plaintiff

Clarissa Dorsey
18 Highland Way
Newark, DE 19702
Pro Se Defendant

RE: *Natocha Williams v. Clarissa Dorsey*
Civil Action No.: CPU4-14-001459

MEMORANDUM OPINION

Dear Ms. Williams and Ms. Dorsey,

The instant matter comes before the Court upon arises out of an alleged breach of contract as well as damage to personal property. On September 25, 2014, Defendant Clarissa Dorsey (“Defendant”) filed a Motion to Dismiss (“the Motion”), alleging that Plaintiff Natocha Williams’ (“Plaintiff”) allegations were already adjudicated in March 2014 in the Justice of the Peace Court. On October 10, 2014, the parties, both acting *pro se*, presented arguments on the Motion, and the Court reserved its decision. This shall constitute the Court’s Final Decision and Order.

I. Procedural History in the Justice of the Peace Court

Although not stated in the Complaint, this matter is an appeal from Justice of the Peace Court pursuant to 10 *Del. C.* § 9570 *et seq.* In order for the Court to render a decision on Defendant’s Motion, the Court must first summarize the procedural history of this case, including the proceedings in the Justice of the Peace Court.

On December 18, 2013, Plaintiff filed an illegal ouster action against Defendant, and Defendant filed a debt action against Plaintiff. The two actions were combined, and trial was held on March 12, 2014. At trial, Plaintiff sought \$3,941.06 consisting of property damage reimbursement, moving expenses, repayment of a \$2,000.00 loan for a motorcycle and hotel bill reimbursement. Defendant sought \$2,474.84, consisting of reimbursement for property damage, utility bills, and storage of Plaintiff's property.

On March 13, 2014, the Justice of the Peace Court found that Defendant was liable for a \$65.00 lamp replacement; \$74.19 for the replacement of a tent, and; \$453.30 for a picture frame. Defendant was not liable for the \$2,000.00 loan for the motorcycle; the cost of Plaintiff's hotel expenses; property damage to a mattress, and; moving expenses. The court also found that Plaintiff was responsible for utility bills and a broken window. Ultimately, the court found for Defendant in the amount of \$515.53 plus costs and post-judgment interest.

On March 20, 2014, Plaintiff filed a Summary Possession Appeal in the Justice of the Peace Court. At the Summary Possession hearing however, both parties stipulated that they did not have a landlord-tenant relationship. Therefore, on May 20, 2014, the Justice of the Peace Court dismissed the Summary Possession Appeal, and re-entered judgment with the appeal time to run from the date of that order.

II. Procedural History in the Court of Common Pleas

On June 5, 2014, Plaintiff filed a Complaint against Defendant alleging that Defendant breached a contract between the parties and damaged Plaintiff's personal property, seeking \$4,274.18 in total damages.

On June 19, 2014, Defendant filed an Answer, denying Plaintiff's allegations, and claiming that the appeal was not filed in the proper court.

On September 25, 2014, Defendant filed this present Motion, arguing, *inter alia*, that this case is improperly before the Court, as Plaintiff's allegations were already adjudicated in March 2014 by the Justice of the Peace Court.

II. Discussion

It appears from the Motion that Defendant is invoking the mirror image rule pursuant to Court of Common Pleas Civil Rule 72.3(f). Accordingly, the Court shall turn its attention to the question of whether Plaintiff has complied with the filing requirements of Rule 72.3 to perfect an appeal to this Court.

Section 9571 of Title 10 of the Delaware Code governs appeals from the Justice of the Peace Court. This statute imposes mandatory and jurisdictional requirements on parties to an appeal.¹ Under 10 *Del. C.* § 9571(f), the Court has the authority to establish rules that set forth appeal procedures.² These Court rules “are afforded the same status as the statute,” and therefore, failure to comply any requirements imposed by these rules will divest the Court of its subject matter jurisdiction to hear the appeal.³

Court of Common Pleas Civil Rule 72.3 governs appeals from Justice of the Peace Court. Under Rule 72.3, all appeals from the Justice of the Peace are reviewed *de novo*, meaning “a trial anew.”⁴ Rule 72.3(f) also codifies the common law mirror image rule and provides, in pertinent part, “[a]n appeal to this court that fails to join the identical parties and raise the same issues that were before the court below shall result in a dismissal on jurisdictional grounds.”⁵ This rule

¹ *Deysher v. Mid-Atlantic Systems of DPN, Inc.*, 2011 WL 6946969 at *2 (Del. Com. Pl. Dec. 20, 2011).

² 10 *Del. C.* § 9571(f).

³ *Tiger Roofing, Inc. v. Schwamman*, 2011 WL 6947609 at * 2 (Del. Com. Pl. Dec. 13, 2011).

⁴ *Wilson v. B & R Transporters, Inc.*, 1994 WL 381001 at *2 (Del. Super. June 10, 1994).

⁵ CCP Civil Rule 72.3(f).

protects the parties' right to a fair trial *de novo*, ensuring that "all relevant issues that could be presented can be heard."⁶ A party satisfies the mirror image rule when the complaint on appeal "presents no parties or issues other than those *presented by the original complaint below*."⁷

In this case, the Court lacks jurisdiction over Plaintiff's appeal because Plaintiff failed to comply with the mirror image rule under Rule 72.3(f). The Complaint on Appeal raises additional issues that were not presented in her original complaint in the Justice of the Peace Court. Accordingly, the appeal must be dismissed for lack of jurisdiction.

The Plaintiff's Complaint in the Justice of the Peace Court focuses on claims specific to an illegal ouster cause of action. In the complaint below, Plaintiff maintained that Defendant changed the locks while Plaintiff was still living in Defendant's home, which prevented Plaintiff from entering the home and accessing her personal belongings. Plaintiff also claimed that Defendant removed Plaintiff's daughter from the home without Plaintiff's permission. Plaintiff averred that she called the police, reported the incident, and that while Defendant returned Plaintiff's daughter, Plaintiff's belongings were still in the home at the time of filing the complaint below.

On the other hand, the Complaint on Appeal alleges that Plaintiff loaned Defendant \$2,000.00 and that Defendant did not make any payments on the loan as promised. Plaintiff also claims that Defendant is responsible for property damage to a lamp in the amount of \$65.00; a tent, in the amount of \$74.19; a picture frame in the amount of \$453.00, and; a mattress in the

⁶ *Fossett v. DALCO Construction Co.*, 2004 WL 1965141 at *1 (Del. Aug. 20, 2004).

⁷ *Ceccotti v. Leight*, 2007 WL 707552 at *1 (Del. Com. Pl. Feb. 23, 2007) (citing *Silverview Farm, Inc. v. Laushey*, 2006 WL 1112911 at *4 (Del. Com. Pl. April 26, 2006) (emphasis added)).

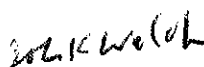
amount of \$699.99. Finally, Plaintiff maintains that Defendant owes Plaintiff for the cost of movers in the amount of \$357.00; hotel fees \$451.71 and court fees in the amount of \$210.00.

In viewing the underlying substance of both the complaint below and the Complaint on Appeal, the Court finds that Plaintiff has violated the mirror image rule by including claims in the Complaint on Appeal that were not presented in the complaint below. Therefore, Plaintiff's failure to comply with Rule 72.3(f) divests this Court of subject matter jurisdiction.

III. Conclusion

For the foregoing reasons, Defendant's Motion to Dismiss is **GRANTED**.

IT IS SO ORDERED this 29th day of October, 2014.



John K. Welch
Judge

cc: Ms. Tamu White, Civil Division Chief Clerk