

JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY  
COURT NO. 13

BRANDYWINE REALTY LLC  
Plaintiff Below,

VS

EUGENE BLAINE  
Defendant Below,

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C.A. No. JP13-23-004242

TRIAL DE NOVO

Submitted: January 29, 2024  
Decided: February 28, 2024

**APPEARANCES:**

Brandywine Realty LLC, Plaintiff, appeared represented by attorney Daniel Hogan  
Eugene Blaine, Defendant, appeared represented by attorney Donald Gouge

Sean McCormick, Deputy Chief Magistrate, Justice of the Peace  
Peter Burcat, Justice of the Peace  
Amanda Moyer, Justice of the Peace

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY  
COURT NO. 13**

**CIVIL ACTION NO: JP13-23-004242**

**BRANDYWINE REALTY VS EUGENE BLAINE**

**ORDER ON TRIAL DE NOVO**

The Court has entered a judgment or order in the following form:

On January 29, 2024 a three judge panel consisting of Deputy Chief Magistrate Sean McCormick and Judges Peter Burcat and Amanda Moyer reconvened to consider the balance of the Defense presentation in the above-captioned matter. The Panel had recessed on November 1, 2023 to allow Mr. Gouge, Counsel for the Defense, to brief his initial motion seeking a dismissal of the matter based upon service issues. Ultimately the motion was denied. The panel then reconvened as was previously mentioned.<sup>1</sup>

Mr. Gouge advised he had thought two issues remained, but candidly advised that between November and January one of the two had resolved itself – that being the need for a business license – which he later resolved had no bearing on his position. The second issue was what lease was in control of the relationship. In his reply brief, Mr. Hogan wrote on behalf of the Plaintiff that a lease had been entered into between the parties on November 1, 2016. To this point, it was the understanding of the panel that the controlling lease had been entered into in 2004. Accordingly, Defense Counsel inquired if a second lease existed between the parties. In response, Plaintiff’s Counsel responded that his paralegal was out of the office for health reasons “leaving him to his own devices.” He advised that the reference to the year 2016 was a typo – effectively a scrivener’s error.

Out of issues, and given that the Plaintiff’s exhibits had previously been stipulated to for their purpose, the panel awarded a judgment of possession to the landlord.

IT IS SO ORDERED 28th day of February, 2024

/s/ SEAN MCCORMICK

DEPUTY CHIEF MAGISTRATE  
ON BEHALF OF THREE JUDGE PANEL



Information on post-judgment procedures for default judgment on Trial De Novo is found in the attached sheet entitled Justice of the Peace Courts Civil Post-Judgment Procedures Three Judge Panel (J.P. Civ. Form No. 14A3J).

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<sup>1</sup> In hindsight the panel should have considered all of the issues at the November hearing and only then allowed for briefing on the motion instead of bifurcating the hearing as it did. The panel regrets the confusion this may have caused.

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