

JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY
COURT NO. 17

SUSAN GRAY	§	
Plaintiff Below,	§	
	§	
	§	
VS	§	C.A. No. JP17-25-008313
	§	
	§	
JIMMIE RADEL	§	
Defendant Below,	§	

TRIAL DE NOVO

Submitted: June 3, 2026

Decided: July 1, 2026

APPEARANCES:

Susan Gray, Plaintiff Below/Appellee, represented by Paul Enterline, Esquire
Jimmie Radel, Defendant Below/Appellant, represented by John S. Whitelaw, Esquire

Deputy Chief Magistrate Jennifer Sammons, Justice of the Peace
William Wood, Justice of the Peace
Terri Davis, Justice of the Peace

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY
COURT NO. 17**

CIVIL ACTION NO: JP17-25-008313

SUSAN GRAY VS JIMMIE RADEL

ORDER ON TRIAL DE NOVO

The Panel entered an Order in the following form:

BACKGROUND

Plaintiff Below/Appellee Susan Gray (known as "Ms. Gray") seeks possession of a rental parcel at 32082 Wingate Road, Frankford, Delaware. The complaint, filed on December 3, 2025, alleges that a 60-day nonrenewal notice dated September 29, 2025, was sent to Defendant Below/Appellant Jimmie Radel (known as "Mr. Radel"). The notice stated the lease would not be renewed and directed Mr. Radel to vacate; he has not vacated to date.

After a March 12, 2026 trial and subsequent briefing, the Court entered judgment for Plaintiff, awarding possession and court costs. On April 29, 2026, Defendant Radel filed a timely appeal of the judgment pursuant to 25 *Del. C.* § 5717. This is the decision of the Three-Judge Panel hearing the appeal as a *Trial De Novo*.

MOTIONS

Prior to the hearing on June 3, 2026, the Court heard outstanding motions related to proper party arguments and Justice of the Peace Court jurisdiction. Defense counsel in this action has moved to dismiss for two reasons. First, counsel avers that Plaintiff Below/Appellee is an improper party as she does not own the property. This motion is Denied as Delaware Courts and the legislature have given wide berth as to what constitutes a landlord, including inter alia, 25 *Del. C.* § 5141(18)(c) which states that a landlord shall mean "any person with whom the tenant normally deals with as landlord". Defendant Below/Appellant drafted the lease between the parties, and he named Plaintiff Below/Appellee as his landlord in that document.

Second, Defendant Below/Appellant moves for dismissal on jurisdictional grounds. Defendant cites 25 *Del. C.* § 5102(5), which excludes from the Residential Landlord-Tenant Code "a rental agreement for ground upon which improvements were constructed or installed by the tenant and used as a dwelling, where the tenant retains ownership or title thereto, or obtains title to existing improvements on the property". Because Defendant Below/Appellant owns the mobile home situated on the rented lot, counsel argues this exclusion applies and the Court lacks jurisdiction. All parties agree this is a case of first impression.

This section may well exclude the agreement at hand from the substantive provisions of the Residential Landlord-Tenant Code. But that is not where the inquiry ends. The exclusion goes to the duties the Code imposes but not to this Court's jurisdiction over summary possession. If the full Residential Landlord-Tenant Code governed, the landlord would owe Code-imposed duties, including

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upkeep responsibilities for a mobile home the Defendant Below/Appellant owns – an illogical result that § 5102(5) exclusion avoids. The duties owed would include duty to provide appropriate notice as per statute. It does not follow, however, that the parties are left without a forum to resolve possession.

Delaware law recognizes other situations in which the full Residential Landlord-Tenant Code does not apply, yet the summary possession procedure of Chapter 57 does. The clearest example is the commercial lease. The substantive protections of the Residential Landlord-Tenant Code do not extend to commercial tenancies, but § 5701 expressly provides that an action for summary possession may be maintained in the Justice of the Peace Court for a "commercial rental unit," and that "[f]or purposes of this chapter, the term rental agreement shall include a lease for a commercial rental unit." Chapter 57 thus operates as a summary possession remedy for rental agreements independent of whether the substantive residential Code applies. In consideration of the contract and applicability of Chapter 57, the terms of the contract would prevail, and appropriate notice would coincide with those terms.

Nothing in the lease between the parties suggests that the parties intended to avoid the jurisdiction of this Court. In fact, this type of lease is not atypical of the cases that this Court routinely adjudicates. Looking at the totality of statutes that govern rentals wherein the legislature has given this Court either exclusive jurisdiction or concurrent jurisdiction with Chancery Court (see 25 *Del. C.* §314) and caselaw over the last fifty years, we conclude this Court has jurisdiction over the case at bar. Consequently, this Motion to Dismiss is Denied.

DISCUSSION

At the outset of the hearing, the parties stipulated that:

- This case is not governed by Chapter 70 (Manufactured Homes and Manufactured Home Communities Act);
- The mobile home on the lot belongs to Mr. Radel;
- The land is owned by a trustee of testimonial estate; Ms. Gray holds lifetime rights; upon her death, the estate passes to her children and the trust dissolves;
- All pre-marked exhibits are admitted;
- Mr. Radel received the 60-day termination notice; the wills and property-identification documents are authentic.

Mr. Radel testified regarding a letter from the Law Offices of Peter Angelos (Exhibit K) related to the Estate of Joseph J. Herhal dated November 2013. Mr. Radel testified he did not receive the letter when it was mailed. Mr. Radel explained that he was not related to Joseph J. Herhal. He was a close friend of Joseph J. Herhal's son, Joseph M. Herhal, who named Mr. Radel as a beneficiary of his estate (along with his sibling, Dawn A. Sparks). Ms. Sparks also passed away leaving the estate to Mr. Radel (Exhibit I). Mr. Radel did not respond to the letter nor received any monetary settlement related to the wrongful death settlement. In 2012, he understood a wrongful-death settlement would yield a "substantial payout". Mr. Radel did not receive additional correspondence until after the initiation of this complaint. Mr. Radel clarified that he currently understands that the wrongful death settlement is closed.

Mr. Radel acknowledged that the handwritten lease, signed June 1, 2016 (Exhibit G), stated he had one year to remove his trailer and belongings after receiving his wrongful-death settlement. He testified that "settlement" meant payment, which he asserts he never received.

Plaintiff Below/Appellee Susan Gray testified related to living next door to the trailer occupied by Mr. Radel. The parties originally met approximately fifty years ago. The current arrangement was initiated by Mr. Radel asking if he could move his mobile home to the open lot next to her home which

she occupied with her husband approximately thirty plus years ago. Ms. Gray stated that there were existing water lines and sewer system in place on the lot. Ms. Gray recalled signing the lease agreement with Mr. Radel and understood that Mr. Radel would let her know when the settlement came through. Ms. Gray stated that Mr. Radel wrote the document himself. Prior to the written agreement, Mr. Radel was to pay rent on time which she acknowledged he does. Additionally, he was to keep the property clean. There was no time limit on the oral agreement. Since having a stroke two years ago, she hoped to settle matters with her property. The trust under which she has lifetime rights is managed by Mr. Wharton who pays her taxes and takes care of things for her. She testified she did not receive written permission from the trustee to allow Mr. Radel to move onto the property and received no directive to remove him. She reported no objections to Mr. Radel living on the property nor her accepting rental payments. Ms. Gray indicated that she had told Mr. Radel several times after the written agreement that he needed to move.

Mr. Radel provided further clarification of how the parties met and when he moved onto the property on Wingate Road. He reported that this move took place in June 1998 with the assistance of Ms. Gray's now deceased husband. At the time, the agreement was oral and revolved around monthly rental payments of \$50. This amount increased a couple of times over the years. In 2016, he initiated a written lease agreement with Ms. Gray because he anticipated receiving enough money to move his trailer. In 2023, Mr. Radel recalled a conversation with the lawyers wherein they had exhausted all avenues of recovery and would be sending him paperwork to sign. Mr. Radel denied receiving additional documentation nor sought clarification as to the status. He currently understands that the lawsuit is done and there was no claim nor payout. This was information received on May 27, 2026, when showed by his attorney. When Mr. Radel moved onto the property, he installed a pipe from the sewer tank to the mobile home and hooked into the water line once located. Mr. Radel further asserted improvement to the electrical system from 100 amp to the 200-amp service needed for his trailer. Out of pocket expenses for this work was probably in the range of \$800 to \$1,000. The mobile home is a 14x70 single wide manufactured in 1994. He has explored the possibility of moving the home, but mobile home parks require new mobile homes to be no older than six years. The only option is to tow the trailer for junk as it has no value currently. Mr. Radel further explained that he previously spoke with Mr. Wharton about purchasing the piece of land on which he lived in 2016. He did not object to him residing on the property and directed him to "Sue" - meaning Susan Gray.

DECISION

Having carefully considered the evidence and testimony at trial, this Panel finds that the preponderance of evidence leads to the following conclusions. The parties in this complaint agreed in the written lease agreement signed on June 1, 2016, that after receipt of the wrongful death settlement, Mr. Radel would have up to one year to clear the mobile home from the property. Mr. Radel operated under the assumption that receiving the settlement equated to receiving a financial payout as he felt entitled. As of May 27, 2026, Mr. Radel is aware that the settlement was finalized, and no financial payout would be forthcoming. His argument that this entitles him, essentially, to lifetime rights under the terms of the lease is without merit. At best, the terms regarding settlement are ambiguous. It is well settled law that ambiguities in a contract work against the drafter. Mr. Radel wrote the contract; hence any ambiguities must be construed in favor of Ms. Gray. We find that settlement under the terms of the contract between the parties means the conclusion of the lawsuit mentioned and that conclusion does not entail the necessity of a payout. The conclusion occurred on May 27, 2026, when Mr. Radel received his notice. Under the terms of the lease, Mr. Radel has one year from that day to vacate if he continues to fulfill his obligations (e.g. paying rent).

Based upon the foregoing conclusions, this matter is hereby Dismissed without prejudice as the cause of action is not ripe for adjudication.

IT IS SO ORDERED 01st day of July, 2026

/s/Jennifer N. Sammons
Deputy Chief Magistrate



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).

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY
COURT NO. 17**

**COURT ADDRESS:
23730 SHORTLY ROAD
GEORGETOWN DE 19947**

**CIVIL ACTION NO:
JP17-25-008313**

**SUSAN GRAY, PLAINTIFF
VS
JIMMIE RADEL, DEFENDANT**

Plaintiff Parties:

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PAUL G. ENTERLINE, P.A.
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GEORGETOWN, DE 19947

PLAINTIFF

SYSTEM ID: @4247395
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31830 WINGATE RD
FRANKFORD, DE 19945

Defendant Parties:

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DEFENDANT

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JIMMIE RADEL
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FRANKFORD, DE 19945

Other Case Parties:

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**JUSTICE OF THE PEACE COURT
CIVIL POST- JUDGMENT PROCEDURES
THREE JUDGE PANEL**

[This information is not legal advice and not a substitute for seeking legal advice from an attorney. This information is not binding on the court if incorrect or misunderstood. It relates to frequently asked questions concerning post-judgment procedures but does not address all of the possible procedures and may not apply in your particular case. Forms for these procedures may be obtained from any Justice of the Peace Court civil location. All motions must include the name of the court, the names of the parties, the case number, the date the motion is filed with the Justice of the Peace Court and a title indicating the reason for the motion. Court costs or fees must accompany the motion, unless the person has requested, and the court determined, that the person may proceed in forma pauperis (without paying costs or fees or posting bond because they have no money to pay).]

All payments should be made directly to the prevailing party. The Court does not accept payment on judgments.

Pursuant to 10 Del. C. § 9567(b), prevailing parties are reminded of their duty to file a satisfaction of the judgment within 90 days of payment in full.

FAILURE OF A PARTY TO APPEAR FOR THE PANEL TRIAL

As provided by Justice of the Peace Civil Rule 72.1(f), if the Appellant (the party who requested the appeal trial) or both parties fail to appear for the trial, the judgment of the court below shall stand unless the Appellee appears and has filed a counterclaim.

If the Appellee (the party against whom the appeal was taken) fails to appear and a DEFAULT JUDGMENT is entered, that party may file a Motion To Vacate the judgment pursuant to Justice of the Peace Civil Rule 60. The Motion must show; (1) the Appellee's failure to appear was the result of actions of a reasonably prudent person; and (2) the outcome would be different if the trial were held; and (3) the party that appeared would not be prejudiced by having the trial. The Motion must be filed within 10 days, starting the day after the judgment was signed by the De Novo Panel. **A FEE OF \$15.00 MUST ACCOMPANY THIS MOTION.**

MOTION FOR A NEW TRIAL

Either party has 10 days, starting the day after the judgment was signed by a Judge, to file a Motion For A New Trial as provided under Justice of the Peace Court Civil Rule 59. This Motion shall be in writing and shall briefly and succinctly state the reasons for the request. A Motion For A New Trial will be heard by the Panel of Judges who originally heard the case. The reasons for which a new trial may be granted are limited. For example, the reason given for requesting a new trial may be newly discovered evidence. However, for the Panel to grant a motion for a new trial based upon newly discovered evidence, the party requesting the new trial must show all of the following: (1) the newly discovered evidence is important enough to change the result in the case; (2) the evidence could not have been discovered prior to the original trial with reasonable investigation; and (3) the evidence does not merely repeat or dispute evidence presented in the original trial. **A FEE OF \$15.00 MUST ACCOMPANY THIS MOTION.**

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