

JOHN D. HEBERT v. DOUGLAS R. HEBERT, II

Preliminary Objections – Oral Agreement - Involuntary Transfer of Title

1. This matter involves Plaintiff's contention that, for estate planning purposes, he and his now deceased wife entered into an oral agreement with their grandson in which they agreed to transfer the title of their mobile home to him, and, upon grandmother's death, grandson would transfer the title back to Grandfather. Simply put, grandson did not have the same understanding.
 2. Defendant filed Preliminary Objections. In response, Plaintiff filed an Amended Petition for Involuntary Transfer of Title ("Amended Petition"), after which Defendant filed another set of Preliminary Objections, at issue here.
 3. The Court concluded that Plaintiff failed to plead sufficient facts to sustain an involuntary transfer of the title to the mobile home. While the parties may have agreed to transfer title, that agreement lacked consideration and is therefore legally unenforceable. Moreover, the failure to adhere to the provision of the Vehicle Code does not warrant the involuntary transfer of the title back to Plaintiff.
 4. As a result, the Court found that Plaintiff's Amended Petition 1) failed to comply with law or rule of court under Pa. R. Civ. P. 1028(a)(2), in that Plaintiff does not plead sufficient material facts, as required by Pa. R. Civ. P. 1019(a), on which to base his request for this Court to order an involuntary transfer of title; 2) was insufficiently specific pursuant to Pa. R. Civ. P. 1028(a)(3) because it does not enable Defendant to prepare his defense nor does it inform Defendant or the Court of the specific basis on which recovery is sought; and 3) legally insufficient pursuant to Pa. R. Civ. P. 1028(a)(4), because it failed to plead essential facts to establish the basis for Plaintiff's requested relief. Accordingly, the Court **SUSTAINED** Defendant's Preliminary Objections.
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**IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA
CIVIL DIVISION**

JOHN D. HEBERT	:	No. 2017-SU-001065
Petitioner	:	
	:	
	:	
	:	
v.	:	
	:	
DOUGLAS R. HEBERT, II	:	Civil Action – Law
Respondent	:	
	:	
	:	

For the Plaintiff: ALEXIS KATHRYN LEHMAN SIPE, ESQ

For the Defendant: PAUL G LUTZ, ESQ

**MEMORANDUM OPINION SUSTAINING DEFENDANT’S PRELIMINARY
OBJECTIONS**

I. FACTS AND PROCEDURAL HISTORY

This is a case about an allegedly unkept oral promise between grandparents and their grandson concerning a mobile home. Plaintiff is the grandfather of Defendant. It is Plaintiff’s contention that, for estate planning purposes, he and his now deceased wife entered into an oral agreement with their grandson in which they agreed to transfer the title of their mobile home to him, and, upon grandmother’s death, grandson would transfer the title back to Grandfather. Simply put, grandson did not have the same understanding.

Plaintiff instituted suit against his grandson by filing a Petition for Involuntary Transfer of Title (“Petition”). Defendant filed Preliminary Objections to that Petition. In response, Plaintiff filed an Amended Petition for Involuntary Transfer of Title (“Amended Petition”), after which Defendant filed another set of Preliminary Objections.

In his Amended Petition, Plaintiff alleges the existence of an oral contract between the parties and subsequent breach by Defendant. He also alleges that the title issued by PennDOT is invalid on the basis that the parties failed to handprint their names on the title and that neither party provided a copy of the tax status certification, both of which he claims are required in order to validly transfer a title.

II. ISSUES

Defendant raises three Preliminary Objections to the Petition. First, he claims that Plaintiff's Amended Petition fails to comply with law or rule of court pursuant to under Pa. R. Civ. P. 1028(a)(2). Second, he claims that the pleading is insufficiently specific under Pa. R. Civ. P. 1028(a)(3). His third and final Preliminary Objection alleges a demurrer, or legal insufficiency of a pleading, pursuant to Pa. R. Civ. P. 1028(a)(4).

Defendant argues that Plaintiff fails to establish a cause of action for breach of contract because his claim that the parties entered into an agreement in which Defendant would voluntarily transfer title at some future point to Plaintiff, with no consideration, does not establish a legally enforceable contract. Defendant employs the same argument in support of his claim that Plaintiff's Amended Petition is insufficiently specific, arguing that it does not enable Defendant to prepare his defense because it does not inform the Defendant nor the Court of the specific basis on which recovery is sought.

On the issue involving the validity of the title issued by PennDOT, Defendant disputes Plaintiff's contention that the title was made invalid by the parties' failure to handprint their names on the title documentation and failing to provide a copy of the tax status certification under 75 Pa.C.S.A. § 1111.1. On this issue, Defendant argues that a plain reading of the Statute requires the owner of the vehicle to execute an assignment and warranty of title, and that it does not require the

owner(s) to handprint their names in order to validly transfer a title, as Plaintiff claims. Similarly, Defendant contends that Plaintiff's Amended Petition is insufficiently specific because the allegations pled on this issue are not specific enough to support his claim that the title is invalid.

On the tax status certification issue, Defendant states that the relevant provision in the statute was designed for the protection of the transferee, and that it contains no language providing for the invalidation of a transfer of title for failing to provide tax status certification. The bottom line, suggests Defendant, is that even though the names of the parties were not hand printed on the title, and even though the tax status certification was not provided by the parties, PennDOT did, in fact, transfer the title and issue a certificate of title to the parties. Defendant also contends that Plaintiff's Amended Petition is insufficiently specific because the facts pled by Plaintiff on this issue are not specific enough to support the claim that the title is invalid.

Defendant argues that Plaintiff's Amended Petition is, as a whole, legally insufficient because it fails to plead essential facts to establish the basis for his request to the Court and because Plaintiff would be unable to prove the facts pled because these facts do not support a cause of action upon which relief can be granted.

Plaintiff, on the other hand, asserts that his Amended Petition provides adequate material facts to permit Defendant to prepare a defense and he believes that his allegations are specific enough to support the existence of an oral contract and subsequent breach by Defendant. He argues that, even if the Court were to find that there is no legally enforceable agreement, the title issued by PennDOT is invalid on the basis that the parties failed to handprint their names on the title and that neither party provided a copy of the tax status certification, both of which he claims are required in order to validly transfer a title.

III. DISCUSSION

Preliminary objections, which if sustained, would result in the dismissal of a cause of action “should be sustained only in cases that are clear and free from doubt.” *Bower v. Bower*, 531 Pa. 54, 611 A.2d 181, 182 (1992). Furthermore, preliminary objections should be granted “only where it appears with certainty that, upon the facts averred, the law will not allow the plaintiff to recover.” *Snare v. Ebensburg Power Co.*, 431 Pa. Super. 515, 637 A.2d 296 (1993) (citation omitted), appeal denied 538 Pa. 627, 646 A.2d 1181 (1994). In ruling on preliminary objections, “the court must consider the evidence in the light most favorable to the non-moving party.” *Maleski by Taylor v. DP Realty Trust*, 653 A.2d 54, 61 (Pa. Commw. Ct. 1994).

The pertinent question under Rule 1028(a)(3) is “whether the complaint is sufficiently clear to enable the defendant to prepare his defense,” or “whether the plaintiff’s complaint informs the defendant with accuracy and completeness of the specific basis on which recovery is sought so that he may know without question upon what grounds to make his defense.” *Ammlung v. City of Chester*, 224 Pa.Super. 47, 302 A.2d 491, 498 n. 36 (1973) (quoting 1 Goodrich–Amram § 1017(b)–9); *Rambo v. Greene*, 2006 PA Super 231, ¶ 11, 906 A.2d 1232, 1236 (Pa. Super. Ct. 2006). Preliminary objections in the nature of a demurrer test the legal sufficiency of the complaint. When considering preliminary objections, all material facts set forth in the challenged pleadings are admitted as true, as well as all inferences reasonably deducible therefrom. Preliminary objections which seek the dismissal of a cause of action should be sustained only in cases in which it is clear and free from doubt that the pleader will be unable to prove facts legally sufficient to establish the right to relief. If any doubt exists as to whether a demurrer should be sustained, it should be resolved in favor of overruling the preliminary objections. *Haun v. Community Health Systems, Inc.*, 14 A.3d 120, 123 (Pa.Super. 2011).

Because all of Defendant's Preliminary Objections relate back to insufficiency of the pleadings, they will be addressed together. First, the Court agrees with Defendant in that Plaintiff's Amended Petition fails to establish a cause of action for breach of contract due to a lack of consideration. Plaintiff's claim that the parties entered into an agreement in which Defendant would voluntarily transfer title at some future point to Plaintiff, with no consideration, does not establish a legally enforceable contract. Without an enforceable contract there is no factual basis upon which to request that this Court involuntarily transfer Defendant's interest in the title of the mobile home to Plaintiff. Generally, in order for a contract to be formed, there must be an offer, acceptance, and consideration. *Corestates Bank, N.A. v. Cutillo*, 723 A.2d 1053, 1058 (Pa. Super. 1999). Consistent with that, Pennsylvania law specifically states that a cause of action for breach of contract is established by pleading the existence of a contract, including its essential terms, a breach of a duty imposed by the contract, and resultant damages. *Corestates Bank, N.A. v. Cutillo*, 723 A.2d 1053, 1058 (Pa. Super. 1999). While not every term of a contract must be stated in complete detail, every element must be specifically pled. *Id.* Plaintiff plainly admits in his Amended Petition that "respondent paid no consideration in exchange for said transfer" on the date of the transfer or thereafter.¹ Therefore, he does not successfully establish a cause of action for breach of contract because he lacks the required element of consideration.

As to the validity of the title, Plaintiff cites 75 Pa. C.S.A. § 201 (a)². Plaintiff correctly points out that with respect to motor vehicles, ownership may not pass without a valid certificate of title being obtained. He also correctly notes that PennDOT has established a specific procedure wherein the ownership of a motor vehicle may be involuntarily transferred by Court Order, and argues that

¹ Plaintiff's Amended Petition for Involuntary Transfer of Title at p.4 ¶ 17

² Upon review of this Court, this is not a valid statute.

the statutory authority for an involuntary transfer of title by Court Order, while not explicit, appears to be permitted under 75 Pa.C.S.A. § 1114 and § 1116. Such procedure is neither appropriate nor applicable here.

A plain reading of the statute shows that neither 75 Pa.C.S.A. § 1114 nor § 1116 grant the Court authority to order an involuntary transfer by Court Order under the facts and circumstances of this case. Both sections of the statute apply to the transfer of an interest in a vehicle that passes to another person other than by voluntary transfer. The transfer of title from Plaintiff and his late wife to Defendant was, as stipulated by both parties in their respective pleadings, a voluntary transfer of title.

These statutes address a different type of transfer or procedure, and do not address the facts in the present case. 75 Pa.C.S.A. § 1114 reads: “If the interest of an owner in a vehicle passes to another other than by voluntary transfer, the transferee shall, except as otherwise provided, promptly mail or deliver to the department the last certificate of title, if available, and shall apply for a new certificate of title on a form prescribed and furnished by the department.” 75 Pa.C.S.A. § 1114(a). Likewise, 75 Pa.C.S.A. § 1116 does not apply here because it addresses the procedure for issuing a new certificate of title following a transfer, and does not address the validity of the title itself.

That statute reads:

(a) Voluntary transfer.--The department, upon receipt of a properly assigned certificate of title with an application for a new certificate of title, the required fee and any other required documents and articles, shall issue a new certificate of title in the name of the transferee as

owner and mail it to the first lienholder named in the certificate or, if none, to the owner.

(b) Involuntary transfer.--The department, upon receipt of an application for a new certificate of title by a transferee other than by voluntary transfer, on a form prescribed and furnished by the department together with proper proof satisfactory to the department of the transfer, the required fee and any other required documents and articles, shall issue a new certificate of title in the name of the transferee as owner.

75 Pa.C.S.A. § 1116

Therefore, while Plaintiff is correct in his contention that an involuntary transfer by Court Order may be permissible in certain situations under 75 Pa.C.S.A. § 1114 and § 1116, it is neither appropriate nor applicable here. As for Plaintiff's dispute of the validity of the title issued by PennDOT, in which he alleges a statutory deficiency in the transfer of the interest in the title to the mobile home based on the allegations that neither party hand printed their name on the title or that neither party provided a copy of the tax status certification, the Court disagrees.

Plaintiff cites 75 Pa.C.S.A. § 1111 as statutory authority to support his contention that the parties involved in a sale or transfer of ownership of a vehicle must handprint their names on the document, but a plain reading of the statute does not support this conclusion. The statute prescribes that "[i]n the event of the sale or transfer of the ownership of a vehicle within this Commonwealth, the owner shall execute an assignment and warranty of title to the transferee in the space provided on the certificate or as the department prescribes..."³ Nowhere in the statute does it state that the parties must handprint their names on the title documentation in order for the title to pass. Even if the language of the statute included a provision requiring the parties to handprint their names in

³ 75 Pa.C.S.A. § 1111

order for the title to be valid, the statutory language preceding this section reads that the department *may* refuse to issue a certificate of title for any of reasons listed, not that the department *shall* refuse to issue it.

We reach the same conclusion on the issue of whether the title is invalid based on the parties' failure to provide a copy of the tax status certification. The statute cited by Plaintiff, 75 Pa.C.S.A. § 1111.1, does not invalidate a transfer of title if the transferor fails to provide a copy of the tax status certification. Instead, it requires the transferor, and not the transferee, to obtain a tax status certification showing the real estate taxes due on the mobile home as shown by the bureau's records and to provide it to both the transferee and PennDOT in conjunction with the transfer of title. The statute does not state that a title is made invalid by failure of the transferor to provide a tax status certification. While Plaintiff correctly points out that, under 75 Pa.C.S.A. § 1109, PennDOT may refuse to issue a certificate of title in certain situations, none of the situations listed in the statute apply to this case.⁴

Pennsylvania law directs PennDOT to file each application received and, when satisfied as to the genuineness and regularity of the application and that the applicant is entitled to the issuance of a certificate of title, issue a certificate of title for the vehicle. PennDOT is required to use reasonable diligence in ascertaining whether or not the facts stated in the application are true.”⁵ This Court has no reason to believe that PennDOT failed to use reasonable diligence as required

⁴ PennDOT may refuse issuance of a certificate of title or certificate of salvage when it has reasonable grounds to believe: (1) That any required fee has not been paid. (2) That any taxes payable under the laws of this Commonwealth on or in connection with, or resulting from, the acquisition or use of the vehicle have not been paid. (3) That the applicant is not the owner of the vehicle. (4) That the application contains a false or fraudulent statement. (5) That the applicant has failed to furnish required information or documents or any additional information the department reasonably requires. (6) That the vehicle is a non-repairable vehicle. 75 Pa.C.S.A. § 1109

⁵ 75 Pa.C.S.A. Section 1105.

by law, or that it issued the certificate of title without first being satisfied as to the genuineness and regularity of the application. Most importantly, it is undisputed that PennDOT did, in fact, issue the certificate of title.

IV. CONCLUSION

For the foregoing reasons, the Court concludes that Plaintiff has failed to plead sufficient facts to sustain an involuntary transfer of the title to the mobile home. While the parties may have agreed to transfer title, that agreement lacked consideration and is therefore legally unenforceable. Moreover, the failure to adhere to the provision of the Vehicle Code does not warrant the involuntary transfer of the title back to Plaintiff.

As a result, the Court finds that Plaintiff's Amended Petition 1) fails to comply with law or rule of court under Pa. R. Civ. P. 1028(a)(2), in that Plaintiff does not plead sufficient material facts, as required by Pa. R. Civ. P. 1019(a), on which to base his request for this Court to order an involuntary transfer of title; 2) is insufficiently specific pursuant to Pa. R. Civ. P. 1028(a)(3) because it does not enable Defendant to prepare his defense nor does it inform Defendant or the Court of the specific basis on which recovery is sought; and 3) legally insufficient pursuant to Pa. R. Civ. P. 1028(a)(4), because it fails to plead essential facts to establish the basis for Plaintiff's requested relief. Accordingly, Defendant's Preliminary Objections pursuant to Pa. R. Civ. P. 1028(a)(2), Pa. R. Civ. P. 1028(a)(3), and Pa. R. Civ. P. 1028(a)(4) are **SUSTAINED**.

BY THE COURT,

JOSEPH C. ADAMS, PRESIDENT JUDGE

Dated: April 13, 2018

**IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA
CIVIL DIVISION**

JOHN D. HEBERT	:	No. 2017-SU-001065
Petitioner	:	
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	:	
v.	:	
	:	
DOUGLAS R. HEBERT, II	:	Civil Action – Law
Respondent	:	
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	:	

ORDER SUSTAINING DEFENDANT’S PRELIMINARY OBJECTIONS

AND NOW, this 13th day of April 2018, for the reasons set forth in the Memorandum Opinion of this date, Defendant Hebert’s Preliminary Objections to Plaintiff’s Amended Petition are **SUSTAINED**. Plaintiff’s Amended Petition is dismissed.

BY THE COURT,

JOSEPH C. ADAMS, PRESIDENT JUDGE