

FILED
COURT OF COMMON PLEAS

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IN THE COURT OF COMMON PLEAS
LORAIN COUNTY, OHIO

LESLIE W. JAMESON, ET AL ^{LORAIN COUNTY} NATALIE B. WIDDOWSON, CLERK CASE NO. 83769
Plaintiffs

vs.

SOMMER'S MOBILE HOME
SALES, INC., ET AL

OPINION

Defendants

Mikus, J.:

In considering Plaintiffs' Motion for Summary Judgment filed March 24, 1980, and Defendants' Motion for Summary Judgment filed April 11, 1980, this Court has reviewed the file and the various briefs prepared and filed of record by counsel for the parties.

Now, upon such review, this Court agrees with Plaintiffs' contentions that the factual disputes surrounding the alleged contract between Plaintiffs and one Ruth Widdowson are matters relating to damages issues, and have nothing whatsoever to do with disproving the fact that defendants have admitted to preventing Plaintiffs from selling their mobile home.

Specifically, it is undisputed that Plaintiffs were, in May of 1978, desirous of selling their mobile home; that the home was listed for sale with Sommer's Mobile Home Sales, Inc.; that in October of 1978, the Plaintiffs listed the same mobile home with Lehman Johnson; and that in that same month, one Ruth Widdowson expressed her interest in purchasing the said mobile home from Plaintiffs.

In regards to such undisputed facts, it is absolutely clear from the answer of Defendant, Kenneth Sommers, to interrogatory

number 114, and also from line 11 of the affidavit of Kenneth Sommer filed April 14, 1980, that any purchaser of the Plaintiffs' mobile home would have been required to remove and relocate the said home within thirty (30) days. The specific interrogatory and Defendant's sworn answer to same were as follows:

114. Did you ever tell the Plaintiffs that they had to sell their home with you as the agent and if they refused that the new owner would have to move the home out of the Park within thirty (30) days of the sale of the home?

Ans. No. Plaintiffs were informed that Sommers Mobile Home Sales, Inc. would have to act as the agent for the sale of their mobile home in order for the new owner to remain in the park beyond thirty (30) days. If they sold their mobile home to a new owner without Sommer's Mobile Home Sales, Inc. being their agent, the new owner would have to move the home from the park within thirty (30) days of the sale of the home.

For the Court, upon analyzing the undisputed facts and the defendants' policy as expressed by the above answer, to hold otherwise than in favor of the Plaintiffs would forever forestall the reforms intended by R.C. Section 3733.01 et. seq. Such policy is clearly a violation of both the letter and the spirit of R.C. Section 3733.11 (F) and (K).

Accordingly, summary judgment is hereby granted in favor of Plaintiffs against Defendants on the issue of liability only.

In light of this opinion, the parties are strongly urged to enter into settlement negotiations forthwith. In the event a settlement is not reached on or before June 20, 1980, this matter will be scheduled for trial.