

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY PENNSYLVANIA

PAMELA WOROBEK,
Plaintiff

v.

ROBERTA HALL,
Defendant¹

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:
:
: **No. 05-00,441**
: **CIVIL ACTION**
:
: **NON-JURY TRIAL**

OPINION AND VERDICT

This matter is before the Court for non-jury trial disposition. Trial in this matter was held on November 16 and 17, 2006. The Plaintiff is seeking recovery/return of a pony she claims to have leased to Defendant Hall. Conversely, Defendant Hall claims that the Plaintiff gifted the pony to her, and that the Plaintiff would be unjustly enriched if awarded sole possession of the pony. After a review of the evidence presented at the trial, the Court makes the following findings of fact.

Findings of Fact

1. The Plaintiff purchased the pony in 1988.
2. In 1992, the Plaintiff began boarding the pony at Fair Play Farm. At that time, the Defendant's sister, Patty Haire, owned and operated the Farm. Ms. Haire also provided horse riding lessons at the Farm.
3. In 1996, the Plaintiff and Ms. Haire entered into an agreement whereby Ms. Haire would continue to utilize the Plaintiff's pony for the horse riding lessons she taught and, in consideration, she (Ms. Haire) would be responsible for the pony's

¹ The instant matter was initially filed against Angela Bowes (the owner and operator of the stable where the property at issue is currently being boarded) as well Defendant Hall; however, by Court Order dated September 12, 2006 (and docketed September 19, 2006), Defendant Bowes was dismissed as a party. Additionally, the aforementioned Order relates that Defendant Bowes agrees to release the property at issue to the prevailing party upon request.

veterinary care (less, shoeing, shots, and medication, which, as part of the agreement, would be the Plaintiff's responsibility) and would not charge the Plaintiff a boarding fee for the pony.

4. In 1998, the Defendant took over her sister's horse riding lesson business. Since that time, the Defendant has utilized the pony for the horse riding lessons she provides in accordance with the terms of the lease between the Plaintiff and her (the Defendant's) sister.
5. Several months after assuming responsibility of Fair Play Farm, the Defendant relocated to Woodland View Stables.
6. In late November 2000, the pony fell ill and, at the urging of a local veterinarian, the Defendant and the Plaintiff took the pony to the Cornell University College of Veterinary Medicine in Ithaca, New York where the pony was admitted for care. After three days, the Defendant retrieved the pony and returned him to Woodland View Stables. All the paperwork associated with the care of the pony in Ithaca lists the Plaintiff as the owner, including the bill for the care of the pony, which the Plaintiff paid in full after receiving a bill sometime after the pony was discharged.
7. In 2004, the Defendant relocated her business to Terra View Stables. The Defendant told the owner of Terra View Stables that she owned the pony in order to receive a discounted boarding fee (the owner and operator of Terra View

Stables gave the Defendant a discounted boarding fee for the pony's and horses she claimed² to own).

8. Sometime in early 2005, the Plaintiff decided that she wanted to move the pony and her other horse to a different stable and called the owner of Terra View Stables to relay this information. After speaking with the Defendant (a conversation in which the Defendant claimed ownership of the pony), the owner of Terra View Stables refused to relinquish the pony to the Plaintiff.
9. In response to the owner of Terra View Stables refusal to relinquish the pony to the Plaintiff, the Plaintiff instituted the instant Replevin Action on March 7, 2005. On June 6, 2005, the Defendant filed her Answer and Counterclaim for Unjust Enrichment.

Conclusions of Law

1. Plaintiff did not gift the pony to the Defendant but instead leased the pony to the Defendant.
2. The Plaintiff will not be unjustly enriched by receiving exclusive possession of the pony.
3. The Defendant is not entitled to reimbursement for the expenses she claims to have incurred for the care, maintenance, and boarding of the pony.

Discussion

After considering the testimony presented at the non-jury trial in this matter, the Court, without a doubt, finds that the issue of who is entitled to exclusive possession of the pony is

² The owner and operator of Terra View Stables testified that the Defendant received a discounted boarding fee for the pony at issue and a horse that the Defendant claimed to own which, the Defendant testified at trial was actually owned by the Defendant's niece.

clear. “It is within the province of the trial judge, sitting without a jury, to determine the credibility of the witnesses and weigh their testimony.” *Allegheny County v. Monzo*, 509 Pa. 26, 35, 500 A.2d 1096, 1101 (Pa. 1985). The Court finds that the Plaintiff’s testimony and assertions were more credible than those of the Defendant’s testimony and assertions. For example, the Defendant would have the Court believe that the Plaintiff, in an extreme act of altruism (there was uncontested testimony that the pony is worth anywhere from five to ten thousand dollars), gifted the pony to her to use in furtherance of her horse riding lesson business so long as the Plaintiff’s family (specifically a grandchild that lives out-of-state) could ride the pony, free of charge, at the Defendant’s convenience (i.e. when she wasn’t using the pony for riding lessons). The Defendant also testified that “she didn’t believe” that the Plaintiff accompanied her to Ithaca in 2000 when the pony fell ill and that she made the trip to New York with a stable hand in the morning of December 1, 2000; however, the pony’s test results, that were admitted into evidence during the trial in this matter, indicate that the tests were conducted around 7:00 P.M. on November 30, 2000 (a fact corroborated by the Plaintiff’s testimony). In contrast, the Plaintiff testified that she understood that the lease agreement she had with the Defendant’s sister carried over to the Defendant when the Defendant took over her sister’s business in 1998, and that her (the Plaintiff) actions (e.g. paying for the pony’s medicine) and the Defendant’s actions (e.g. paying the pony’s boarding fees) were in accordance with this understanding – the Defendant admitted that the Plaintiff did, for example, pay for some of the pony’s medicine but that she (the Plaintiff) did so, again out of altruism.

Although the Defendant made note of the fact that the Plaintiff permitted the Defendant to claim ownership of the pony as pertaining to her (the Defendant’s) relationship with the owner and operate of Terra View Stables, the Court finds that this isolated contradiction of the

Plaintiff's instant assertions were as she (the Plaintiff) claimed, a means to allow the Defendant to receive a discounted boarding fee. This Court finds no merit to the Defendant's focus on the disagreement between the Plaintiff and the Defendant's sister regarding the 2004 purchase of a horse. Even if this collateral disagreement instigated the Plaintiff's decision to discontinue the lease agreement between the parties, the fact remains that the Plaintiff owns the pony and, therefore, has the right to exclusive possession of that pony.

VERDICT

AND NOW, this _____ day of December 2006, the Court hereby finds in favor of the Plaintiff and against the Defendant with respect to the Plaintiff's Replevin action and the Defendant's Counterclaim. Accordingly, the Court hereby grants the Plaintiff immediate sole possession of the pony. It is further **ORDERED** and **DIRECTED** that Terra View Stables, through Angela Bowes or her agent, permit the Plaintiff, without any interference, to remove the pony.

By the Court,

Nancy L. Butts, Judge

xc: David C. Shipman, Esq.
Ryan M. Tira, Esq.
Leroy H. Keiler, Esq.
Judges
Nancy L. Butts, Judge
Laura R. Burd, Esq. (Law Clerk)
Gary L. Weber, Esq. (Lycoming Reporter)