

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

SCOTT A. YOUNG,	:	
	:	
Plaintiff	:	DOCKET NO. 11-02,402
	:	CIVIL ACTION – LAW
vs.	:	
	:	
ROSANNA M. DANTONIO,	:	
	:	
Defendant	:	

**ORDER**

AND NOW, this 16<sup>th</sup> day of October, 2012, following oral argument on the parties’ cross motions for summary judgment, it is hereby ORDERED and DIRECTED that the parties’ motions are DENIED. Pa. R.C.P. 1035.2 provides that summary judgment may be granted at the close of the relevant proceedings if there is no genuine issue of material fact. *See Keystone Freight Corp. v. Stricker*, 31 A.3d 967, 971 (Pa. Super. Ct. 2011). In this instance, the Court believes that a factual issue exists regarding whether or not the parties intended to have a reserve price within the contract. *See Answer, 2* (averring that the auctioneer’s agreement was lacking in definiteness and terms). With this fact in dispute, an issue exists as to whether a meeting of the minds occurred between the parties so to create an enforceable contract. *See Lal v. Ameriquest Mortgage Co.*, 858 A.2d 119, 123 (Pa. Super. Ct. 2004) (citing *Mountain Properties, Inc. v. Tyler Hill Realty Corp.*, 767 A.2d 1096, 1100 (Pa. Super. Ct. 2001) (holding that for a meeting of the minds to occur, the parties must mutually assent to the same contractual terms). Therefore, the Court finds that an issue exists as to whether or not the parties intended to have a reserve price stated in the auctioneer’s agreement; with this fact at issue, the parties’ cross motions for summary judgment are DENIED.

Within ten (10) days, the parties shall preceive to have their arbitration rescheduled.

BY THE COURT,

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Date

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Richard A. Gray, J.

RAG/abn

cc: C. Frey, Esq.  
W.J. Yates, Esq.  
Betty Buckle