

# The Idled Eldorado

## Case Decided On The Wait Of The Evidence

**R**esearch indicates that “Eldorado” is derived from the Spanish words “el dorado,” meaning “the gilded one.” Cadillac first adopted the name for a special convertible show car built in 1952, appropriately to celebrate the company’s Golden Anniversary.

A frustrated effort to restore an Eldorado to its former luster was the subject of *Rohland v. Matcheson*, decided on April 3, 2002, by the Superior Court of Connecticut.

According to the Court, William Rohland owned a 1976 Eldorado. He contracted with Steven Matcheson, doing business as Steve’s Auto Body, to restore it. Rohland agreed to pay Matcheson \$3,500 in advance. Matcheson advised that before he could do the work certain mechanical repairs had to be made. Rohland had those repairs done (apparently elsewhere) at a cost of \$2,171.91. Rohland delivered the Eldorado to Matcheson and paid him the \$3,500. After 17 months with no material progress being made on the restoration, Rohland took back the Eldorado. He sued Matcheson seeking return of the \$3,500 and reimbursement of the \$2,171.91. Matcheson counterclaimed against Rohland for labor and materials.

The Superior Court ruled in favor of Rohland, giving him not everything he asked for, but adding a few things he apparently did not specifically ask for.

“The Court finds that the defendant breached his contract with the plaintiff and he is entitled to the return of his deposit in the amount of \$3,500.” The Court rejected Matcheson’s claim that “he took the job as a ‘fill-in’ and there was no time for completion of the job. The Court finds that he failed to prove that the restoration was taken as a ‘fill-in,’ but rather there was an implicit agreement that the restoration would be completed in a reasonable time. Seventeen month lapse with no significant progress was not a reasonable time.”

Rohland was less successful in obtaining reimbursement of the \$2,171.91. “With respect to the mechanical repair work that was done on the Cadillac, the plaintiff has failed in his proof that these services did not enhance the value of the automobile.”


On the other side, Matcheson struck out completely. “The defendant in his counterclaim claims that he expended \$1,520 in labor, \$2,163.65 for used parts and \$571.32 for paint, for a total of \$4,500.86, and seeks reimbursement presumably on the basis of quantum meruit [a claim seeking the reasonable value or benefit of work done]. The defendant has failed to prove that the parts, paint and labor added any value to the Cadillac, and therefore his counterclaim must fail.”

The Court also rejected Matcheson’s efforts to avoid being held personally liable. “In addition, the defendant’s alleged

corporate defense must fail for lack of proof. Indeed, the evidence clearly showed that the defendant contracted with the plaintiff as an individual, that is—Steven Matcheson doing business as Steve’s Auto Body.”

But the Court was not finished. It noted that under Connecticut law, “[after] commencement of any civil action based upon contract or seeking the recovery of money damages, . . . the plaintiff may before trial file with the clerk of the court a written ‘offer of judgment’ signed by him or his attorney, directed to the defendant or his attorney, offering to settle the claim underlying the action and to stipulate to a judgment for a sum certain. . . . If the ‘offer of judgment’ is not accepted within thirty days and prior to the rendering of a verdict by the jury or an award by the court, the ‘offer of judgment’ shall be considered rejected . . . . After trial the court shall examine the record to determine whether the plaintiff made an ‘offer of judgment’ which the defendant failed to accept. If . . . the plaintiff has recovered an amount equal to or greater than the sum certain stated in his ‘offer of judgment’, the court shall add to the amount so recovered twelve per cent annual interest on said amount, . . . computed from the date the complaint in the civil action was filed with the court if the ‘offer of judgment’ was filed not later than eighteen months from the filing of such complaint. . . . The court may award reasonable attorney’s fees in an amount not to exceed three hundred fifty dollars . . . .”

The Court observed that “within eighteen months from the date of filing the complaint, the plaintiff filed an offer of judgment in the amount of \$3,500 [which Matcheson apparently did not accept], which entitles the plaintiff to interest on the judgment in the amount of twelve percent per annum on said amount from the date of filing the complaint which was on May 23, 2001. Since the offer of judgment equaled the award of damages, the plaintiff is also entitled to counsel fees . . . of \$350.

“Accordingly, judgment is entered in favor of the plaintiff William Rohland and against the defendant Steven Matcheson, d/b/a Steve’s Auto Body in the amount of \$3,500 plus interest in the amount of \$362 plus counsel fees in the amount of \$350, in all \$4,212 plus costs.” 

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