

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL OF PENNSYLVANIA
CIVIL TRIAL DIVISION**

GLEN ROSENWALD	:	March Term 2004
	:	
Plaintiff,	:	
	:	
v.	:	No.: 00198
	:	
	:	
MGM REAL ESTATE INVESTMENT,	:	Commerce Program
INC., MARIO TROPEA, JR., MIGUEL	:	
GIUDA and SPECTRUM REALTY	:	Control No.: 041646
CO.	:	
	:	
Defendants	:	

ORDER

AND NOW, this 30th day of June, 2004, upon consideration of Defendants' Preliminary Objections to Plaintiff's Complaint and Plaintiff's Response thereto, it is hereby **ORDERED** and **DECREED** that Defendants' Preliminary Objections are **SUSTAINED** and Plaintiff's Complaint is **DISMISSED** with leave to amend.

Plaintiff shall have twenty (20) days to file an amended complaint or this action is dismissed.

BY THE COURT,

C. DARNELL JONES, J.

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	:	
Defendants	:	

MEMORANDUM OPINION

JONES, J.

Presently before the court are the Preliminary Objections of Defendants MGM Real Estate Investment, Inc. (“MGM”), Mario Tropea, Jr., Michael Giuda (“Giuda”), and Spectrum Realty Company to the Complaint of Plaintiff Glen Rosenwald (“Rosenwald”). Plaintiff has brought a single cause of action against Defendants for specific performance. Defendants move to dismiss the Complaint.

According to the Complaint, on February 17, 2004, Plaintiff and MGM executed a written agreement for the sale of 427 and 429 Manton Street, Philadelphia, PA for \$85,000. The agreement established an outside settlement date of March 31, 2004. On February 20, 2004, Plaintiff and Giuda, acting for MGM, agreed to a thirty-day extension of the settlement date. Later that day, Plaintiff faxed a copy of the agreement to Defendants in order to receive a written confirmation of the extension. No written confirmation was received. Defendants have refused to accept the agreed purchase price or convey the property to Plaintiff.

Under this set of facts, there is an oral agreement, made on February 20, 2004, for the sale of the contested real estate. Plaintiff's requested relief, however, cannot be granted. See, e.g., Empire Properties, Inc., v. Equireal, Inc., 449 Pa. Super. 476, 486, 674 A.2d 297, 302 (1996) ("an oral contract for the sale of real property may not be specifically enforced"). Therefore, Defendants' motion shall be granted.

BY THE COURT,

C. DARNELL JONES, J.