

I. BACKGROUND

In their Complaint, Plaintiffs allege the following: Plaintiff New Jerusalem Laura ("NJL") is a non-profit corporation that provides counseling services for former substance abusers, ex-offenders, and other members of the "recovery community" who are trying to re-enter society. (Compl. at ¶¶ 5, 19.) Plaintiff Genoria Harris is a member of the NJL recovery community. (Id. at ¶ 6.) In late 1994, NJL and its incorporator and president, Sister Margaret McKenna ("McKenna"), identified a vacant building located at 2030-32 West Norris Street in Philadelphia (the "Property") that McKenna and Plaintiffs thought was ideal for their purposes. They wanted to renovate it to provide a meeting hall, space for counseling, residential facilities, and offices for NJL and members of its community. (Id. at ¶¶ 9, 25, 28.) The Property was owned by the estate of Gordon Russell. (Id. at ¶ 27.) Christine Clark, the administrator of the estate, agreed to donate the Property to NJL through the Donor-Taker Program ("Program") of the Redevelopment Authority of Philadelphia ("RDA"). (Id. at ¶¶ 29-30, 42.)

In the Spring of 1995, NJL was granted \$150,000 from a fund established by the Honorable Norma Shapiro of this Court in the case Harris v. City of Philadelphia. (Id. at ¶ 33.) See Harris v. Philadelphia, Civ. A. No. 82-1847, 1994 WL 408231 at *3 (E.D. Pa. June 28, 1994); 1993 WL 441728, at *1 (E.D. Pa. Oct. 28, 1993). Of that sum, \$88,800 was to be used for renovation of

the Property. (Compl. at ¶¶ 39-41.) Under Judge Shapiro's Order, "disbursement of the funds was to be made 'upon submission of proof of the availability of the propert[y] at 2030-32 W. Norris Street for rehabilitation as a Transition Center.'" (Id. at ¶ 40.)

In August, 1995, McKenna and Christine Clark submitted an application to the RDA for the Property to be included in the Donor-Taker Program, and Clark informed the RDA of her desire and authority to donate the Property to NJL through the Program. (Id. at ¶¶ 43-44.) In September, 1995, the Property was approved for inclusion in the Program by the Vacant Property Review Committee ("VPRC"), an agency of the City of Philadelphia ("City") which reviews applications for title to vacant property under, inter alia, the Donor-Taker Program. (Id. at ¶¶ 31, 45.) Subsequently, the RDA notified McKenna and NJL that the Property had been approved for inclusion in the Program. (Id. at ¶ 49.) Under the Program, owners may donate property to specific entities, including non-profit organizations. (Id. at ¶ 18.) Title is temporarily transferred to the City and then to the intended beneficiary. (Id. at ¶ 31.) After the VPRC approved NJL's application for the Donor-Taker Program, the City's Department of Revenue approved the application and a title search was initiated. (Id. at ¶¶ 46-48.)

In October, 1995, while the Russell estate still held title to the Property, Christine Clark allowed NJL to enter the Property and start renovations. (Id. at ¶ 56.) Judge Shapiro,

presiding over the Harris case, sent a check for \$88,800 to McKenna and NJL, advising them that counsel for the plaintiffs and the City had agreed that "the documentation you provided is adequate to show that you have been donated the [West Norris Street] property necessary for your Transition Center." (Id. at ¶ 54 & Ex. 4.) Relying on the representation of counsel for the City in Harris to which Judge Shapiro's letter referred -- that the Property had been donated to NJL -- NJL began renovations, using the grant money. (Id. at ¶¶ 57-60.)

On or about October 21, 1996, NJL received a letter from Kathryn Krug, than an employee of the RDA's real estate department, indicating that two tasks had to be accomplished in order to "complete settlement on the [Property] which [Clark] is donating to your organization through the [RDA's] Donor-Taker program:" (1) Clark needed to sign a deed to the Property and other documents, and (2) NJL had to return the documents with a check for \$205.50, which was to cover the balance due on the title insurance. (Id. at ¶ 67.) NJL completed these tasks, and title to the Property was transferred to the City on December 18, 1996. (Id. at ¶ 70.) The Property was then at the stage of the Program whereby the City, which had taken title of the Property, was obliged to transfer it to NJL. (Id.) On or about December 24, 1996, the RDA wrote Clark, stating that "[o] December 18, 1996, settlement was completed on [the Property], which you donated to New Jerusalem Laura, Inc., through the Redevelopment Authority's Donor/Taker Program. . . . This letter is official

notification that title to the captioned properties has been transferred to the City of Philadelphia and that you no longer own these properties." (Id. at ¶ 73.) Plaintiffs claim that by this letter, the RDA acknowledged that it was obligated to transfer title to NJL. (Id. at ¶ 74.)

Meanwhile, some four to six months earlier, in the summer of 1996, Defendants had developed plans to construct public housing which they knew would require the demolition of the Property; however, they failed to advise Plaintiffs of their plans and took no action to halt NJL's application for transfer of title to the Property. As a result, NJL continued to renovate the Property and Clark conveyed title to the City. (Id. at ¶¶ 63-65.) Once the City had title to the Property, instead of recommending transfer of title to NJL, the VPRC "tabled" further discussions regarding the Property on or about January 14, 1997, as a result of directions from agents of the City. (Id. at ¶ 78-79.) Had the matter not been tabled, the VPRC would have recommended transfer of title to NJL. (Id. at ¶¶ 78, 83.)

In January, 1997, NJL was first notified of Defendants' plans to demolish the Property. On January 27, 1997, McKenna and other representatives of NJL attended a meeting at the offices of the RDA at which the matter was discussed. A representative of the City promised that the grant money would be refunded and an alternative property would be identified. (Id. at ¶¶ 85-87.) Since then, the parties have been unable to agree on an accommodation, and NJL has halted its renovations of the

Property. As a result of Defendants' actions, NJL has expended a year and a half of time, effort, money, and materials renovating the Property. (Id. at ¶¶ 101-103.) It has had to decrease the number of counseling and other sessions it usually offers its members because of lost time, and it has been forced to turn away several members of NJL who need housing. Moreover, the controversy has lowered the morale of the members of NJL and complicated their recovery efforts. (Id. at ¶¶ 103-106.) Defendants are refusing to transfer title to NJL because they do not want to provide housing for recovering substance abusers and other members of the recovery community, who are handicapped individuals under the Rehabilitation Act and the Fair Housing Act. (Id. at ¶¶ 113, 119-20.)

Plaintiffs allege violations of the Fair Housing Act, 42 U.S.C.A. § 3604 (West 1994), the Rehabilitation Act of 1973, 29 U.S.C.A. § 794 (West Supp. 1998), 42 U.S.C.A. § 1983 (West 1994), and the equal protection clause of the constitution (Count I); violations of procedural and substantive due process (Count II); unconstitutional taking (Count III); breach of contract (Count IV); tortious interference with contract (Count V); tortious interference with prospective contract (Count VI); and promissory estoppel (Count VII). They attach to their Complaint several documents, including the letter from the Court in Harris noting the agreement of counsel for the City that the documents showed the Property for the Transition Center had been donated to NJL. (Compl. Ex. 4.)

Plaintiffs seek an entry permit and title to the Property; an injunction preventing Defendants from undertaking any actions designed to prevent NJL from making full use of the Property in accord with the Grant Proposal, including condemnation; an injunction preventing Defendants from violating Genoria Harris's rights under the Fair Housing Act, Rehabilitation Act and equal protection clause; damages in excess of \$100,000; and attorneys' fees and costs, etc.

II. LEGAL STANDARDS

A claim may be dismissed under Fed. R. Civ. P. 12(b)(6) only if the plaintiff "can prove no set of facts in support of the claim that would entitle him to relief." ALA, Inc. v. CCAIR, Inc., 29 F.3d 855, 859 (3d Cir. 1994). The reviewing court must consider only those facts alleged in the complaint, and the exhibits attached to it, and accept all of the allegations as true. Id.; see also Rocks v. Philadelphia, 868 F.2d 644, 645 (3d Cir. 1989) (holding that in deciding a motion to dismiss for failure to state a claim, the court must "accept as true all allegations in the complaint and all reasonable inferences that can be drawn therefrom, and view them in the light most favorable to the non-moving party"). If, on a motion to dismiss pursuant to Rule 12(b)(6), "matters outside the pleading are presented to and not excluded by the court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all

material made pertinent to such a motion by Rule 56."
Fed.R.Civ.P. 12(b).

III. DISCUSSION

Defendant RDA has filed a Motion to Dismiss the entire Complaint pursuant to Federal Rule of Civil Procedure 12(b)(6) and a Motion for a More Definite Statement with respect to Counts V and VI pursuant to Federal Rule of Civil Procedure 12(e). The RDA's arguments with respect to Plaintiffs' various claims will be addressed in turn.

A. Fair Housing Act, Rehabilitation Act, Equal Protection Clause (Count I)

It is a violation of the Fair Housing Act to refuse "to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford [a handicapped person] equal opportunity to use and enjoy a dwelling." 42 U.S.C.A. § 3604(f)(3)(b)(West 1994). The RDA states that it has not violated the Fair Housing Act because it does not have title to the Property or the power to convey title. It cites sections of the Philadelphia Code to show that the decision to convey property is made by the City's Commissioner of Public Property, and that, even had it obtained title, it could not convey it to NJL without an ordinance or resolution of City Council. Nor can the RDA give Plaintiffs a right of entry

because, while the document would be prepared by the RDA's staff, it must have the approval of the Commissioner of Public Property.

The RDA cites Meadowbriar Home for Children, Inc. v. Gunn, 81 F.3d 521 (5th Cir. 1996) to support its position that "an entity cannot be in violation of . . . the Fair Housing Act if it lacks the authority or ability to effectuate the accommodation sought by the applicant." (Deft.'s Mot. to Dis. at 3.) In Meadowbriar, the plaintiff, a nonprofit corporation, planned to develop a treatment center for emotionally disturbed women. A group of local residents who opposed the center discussed its concerns with an Assistant City Attorney, Edwin Grauke, who allegedly then contacted the Public Works Department and instructed them not to issue the plaintiff an occupancy permit. Grauke also allegedly contacted the Fire Marshal, Donald Smith, to prevent the issuance of a fire permit. Allegedly as a result of these actions, the plaintiff was not awarded the permits it needed to open its center. The plaintiff sued both Grauke and Smith, among others. The court of appeals upheld the district court's dismissal of Grauke and Smith, stating,

It is axiomatic that for an official to make a dwelling unavailable, that official must first have the authority and power to do so. In other words, the official must be in a position to directly effectuate the alleged discrimination. Plaintiff's complaint does not allege that Defendants Grauke and Smith had such authority.

Meadowbriar, 81 F.3d at 531.

The "authority and power" to which Meadowbriar refers is not, as the RDA suggests, the power to give a plaintiff the

relief it seeks, but rather the power to "make a dwelling unavailable" for discriminatory reasons. Even if it did not have the formal power to convey title or right of entry, the RDA could have halted the process to transfer title and therefore "effectuat[ed] the alleged discrimination." The question is whether Plaintiffs have alleged that it did.

The Complaint alleges discriminatory motives on the part of the RDA. (Compl. at ¶¶ 119-20) In addition, it alleges that the RDA's letter to Clark informing her that the settlement on the Property was completed obliged the RDA to transfer title to NJL (id. at ¶¶ 73-74), and it alleges that the RDA and the City together developed the plan that they knew would require the demolition of the Property. (Id. at ¶¶ 63-65.) It does not allege explicitly that the RDA, as opposed to the City and the VPRC, acted to prevent the transfer of title.¹

Relations among the various entities in the Complaint are unclear, but the RDA seems to be the hub of transactions concerning the Property. In its Response to Defendant's Motion to Dismiss, Plaintiffs assert they did allege the RDA had the power to insist that the City transfer the Property to Plaintiffs. (Pl.s' Resp. at 6.) The sections of the Complaint

¹Alleging that the RDA acted directly to develop the plan that would require demolition of the Property is not the same as alleging that it acted to prevent transfer of title; title could have been transferred to NJL and the right of eminent domain exercised afterwards.

Plaintiffs cite in support are paragraphs 80-83, which state the following:

80. At a meeting which took place on or about January 14, 1997, the Vacant Property Review Committee "tabled" any further discussion on the transfer of title to the 2030-32 West Norris Property from the City to NJL. Thereafter, the 2030-32 West Norris [Property] was crossed off the list of properties specified in the December 24, 1996 memo [which listed properties included in the Donor-Taker Program].

81. Neither the City, nor the RDA, nor any other entity, ever notified NJL in writing that the Vacant Property Review Commission had tabled discussion of the 2030-32 Property.

82. On information and belief, had the Vacant Property Review Committee not "tabled" the discussion on the transfer of the 2030-32 West Norris Property, the Vacant Property Review Committee would have approved transfer of title of the property to NJL at its January 14, 1997 meeting and title would have been promptly transferred to NJL.

83. In a memorandum regarding "2030-32 Norris Street" and "New Jerusalem Laura, Inc.," and dated January 15, 1997, John Coates, Real Estate Director for Defendant RDA, notified Darrell Clarke, [City Council President] Street's chief of staff, that "The action to be taken at VPRC [Vacant Property Review Committee] yesterday was to recommend conveyance of the Properties to New Jerusalem Laura, Inc., now that the City is in Title. Your consideration in allowing this matter to proceed is appreciated." A copy of the memorandum is attached as Exhibit 5, and incorporated by reference.

(Compl. at ¶¶ 80-83.)² These paragraphs, and especially paragraph 83, could be read in favor of the RDA to suggest that it intended for the transfer to proceed and recognized the City's power to allow it or prevent it. However, reading paragraph 83 in the light most favorable to Plaintiffs, as the Court must, it suggests that the RDA had some measure of control over the VPRC

²The document from which paragraph 83 quotes evidently was omitted from the attachments to the Complaint.

and could have seen to it that the conveyance of title to NJL was recommended, rather than tabled. Rocks v. Philadelphia, 868 F.2d at 645. Under that reading, Plaintiffs have alleged that RDA had the power to obstruct the transfer to title and that it exercised that power. Their allegations thus comes within the rule of Meadowbriar. Plaintiffs may therefore continue with the claims against the RDA under the Fair Housing Act and the equal protection clause.³ Defendant has not addressed Plaintiff's claim under the Rehabilitation Act, and that claim will therefore also proceed.

B. Takings Clause and Protectable Property Interest (Counts II & III)

The RDA contends that Plaintiffs have no due process claims because they have no protectable property interest in the Property, that "they have, at most, a mere 'expectancy.'" (Deft.'s Mot. to Dis. at 4.) It goes on to state that Plaintiffs "have not stated any cost or consideration they would be required to pay," (id.) and that the Property was donated to the recipient. It quotes the Supreme Court as saying that to have a property interest, a person must have "a legitimate claim of

³The RDA further asserts that "Plaintiffs' position fails if there are other properties that are reasonable alternatives." (Deft.'s Mot to Dis. at 4.) However, the case it cites, Congdon v. Strine, 854 F. Supp. 355 (E.D. Pa. 1994), was decided on a motion for summary judgment rather than a motion to dismiss, and it points to deficiencies in the evidence, not in the pleading. It therefore does not support Defendant's point with regard to this Motion.

entitlement to it." Board of Regents v. Roth, 447 U.S. 564, 577, 92 S.Ct. 2701, 2709 (1972).

This rather meandering argument is not well supported in Defendant's memorandum of law. The RDA cites O'Bannon v. Town Court Nursing Center, 447 U.S. 773, 100 S.Ct. 2467 (1980), in which residents of a nursing home claimed a procedural due process violation of their constitutionally protected property interest in continued residence at a particular nursing home. They made this claim after the Department of Health, Education and Welfare and the Pennsylvania Department of Public Welfare, acting without a hearing, disqualified the home from providing the elderly residents with nursing care at government expense on the ground that it no longer met their standards. The Supreme Court held in O'Bannon that the plaintiffs had no constitutionally protected right to residence in the particular nursing home. They had a protected interest in their government medical benefits, which were not being withdrawn, but they had only an indirect interest in staying in the particular nursing home.

The RDA takes the lesson of O'Bannon to be that "an applicant has no Due Process right to a particular property accommodation if other alternatives are available." (Deft.'s Mot. at 6.) However, the holding of O'Bannon was more limited than that; the Supreme Court held that the patients had no due process rights to live in a particular unqualified facility, but went on to say that Medicaid by implication "confers an absolute

right to be free from government interference with the choice to remain in a home that continues to be qualified." O'Bannon, 447 U.S. at 785, 100 S.Ct. at 2475.

In the instant case, Plaintiffs claim a protected interest in the real property, alleging that they have more than a "unilateral expectation" because Defendants are legally obligated to convey title to them. They base the alleged legal obligation on Defendants' alleged promises, both written and verbal, that they would convey title. Defendant appears to be arguing that, because Plaintiffs did not pay the value of the Property, and because the Property was donated to NJL as a qualified recipient under a government program, Plaintiffs are recipients of a "governmental benefit" and therefore have no protected property interest. As the passage quoted above makes clear, O'Bannon does not support Defendant's argument that a governmental benefit cannot confer a protected property interest in a particular piece of property. O'Bannon does not tell us whether or not, under the circumstances of this case, Plaintiffs have a protectable property interest and a right to a hearing before the property is taken.

The RDA asserts that there can be no taking in violation of the Fifth Amendment because Plaintiffs have no legal title to the property. Plaintiffs point out that they are alleging that title has been improperly and unlawfully withheld from them, and that this, in effect, amounts to a taking. Defendant further contends that, even if Plaintiffs did have

title, Defendants are entitled to the Property under the power of eminent domain, so long as the taking is for a public purpose and just compensation is given. See U.S. Const. amend. V ("nor shall private property be taken for public use, without just compensation"); 26 Pa. Stat. & Cons. Stat. Ann. Title 26 (Eminent Domain) §§ 1-101 et seq. (West 1997).

Neither side has briefed the issue of whether and when a party who does not hold legal title to a property must be compensated for a taking under the Fifth and Fourteenth Amendments. It may be that Plaintiffs are claiming some sort of equitable ownership, but they have not made that clear. There are circumstances in which courts have held that plaintiffs who hold equitable title but not legal title are entitled to compensation under the takings clause, but the circumstances are quite different from those in this case. See, e.g., Ferrif v. City of Hot Springs, Ark., 82 F.3d 229 (8th Cir. 1996). Given these unexplored issues, Defendant's unsupported assertion that Plaintiffs have no right to compensation simply because they have no legal title to the Property is an insufficient basis for the Court to dismiss the claim. Plaintiffs' claim to a protectable property interest appears at this stage to be quite tenuous, but the RDA has not made an adequate argument to warrant its dismissal. Therefore, the claim will proceed.

C. Breach of Contract (Count IV)

Plaintiffs allege that the refusal of Defendants to transfer title to the Property constitutes a breach of contract. The RDA advances three arguments against the existence of a contract: that the Statute of Frauds requires that a contract to convey property be in writing and this alleged contract is not; that, because Plaintiffs admit they have not completed the VPRC process, they have not met a condition precedent to the contract; and that, even assuming that there is a valid contract to convey the property, specific performance is impossible because the RDA does not have title.

With respect to the writing requirement, Plaintiffs do allege writings. They attach some, and they may have additional writings to submit at a later stage in the proceedings. See Flight Systems v. Electronic Data Systems Corp., 112 F.3d 124, 128 (M.D. Pa. 1997) ("statute of frauds can be satisfied by several writings if at least one writing is signed by the party to be charged"). With respect to a condition precedent in the completion of the VPRC's process, Plaintiffs allege that they have completed all conditions they had to perform, and that it is for Defendants to complete the process. (Compl. at ¶ 71.) With respect to the claim of impossibility, that is not evident from the face of the Complaint. Plaintiffs have alleged that Defendants together had the obligation to convey title or to see that title was conveyed to NJL and that they failed in this obligation. In any case, specific performance is not the only remedy for breach of contract.

Finally, these arguments are affirmative defenses that are more properly dealt with at another stage in the proceedings. See Flight Systems, 112 F.3d at 127 ("On a rule 12(b)(6) motion, an affirmative defense . . . is appropriately considered only if it presents an insuperable barrier to recovery by the plaintiff"). As with the claim of a protected property interest, Plaintiff's claim to breach of contract is tenuous and may not prevail, but the RDA has not demonstrated an "insuperable barrier;" therefore, it has not shown that Plaintiffs failed to state a claim for breach of contract.⁴

D. Tortious Interference with Contract and with Prospective Contract (Counts V & VI)

Plaintiffs allege the following in Counts V and VI:

144. Judge Shapiro's order granting NJL funds to rehabilitate 2030-32 West Norris and use the site as a Transition Center to aid ex-offenders, and NJL's agreement to do so, created a contract between NJL on the [o]ne hand and the Court and the plaintiffs in the Harris case on the other. [¶ 152 of Count VI is essentially the same except that "prospective" is inserted before "contract."]

145. Under the contract, NJL is obligated to operate a Transition Center at 2030-32 West Norris Street, which provides services to ex-offenders, and serves as a site for workshops and other programs vital to the ex-offenders' efforts to reenter the community. [¶ 153 of Count VI is

⁴The Complaint is unclear as to whether Plaintiffs are alleging that there is a direct contract with the RDA or whether they are claiming to be third party beneficiaries of a contract between the administrator of the Russell estate and the RDA, or whether they are alleging something else. See, e.g., Livingstone v. North Bell Vernon Borough, 91 F.3d 515, 526 (3d Cir. 1996)(explaining rights of enforcement of third party beneficiaries).

essentially the same except that "is obligated to operate" is replaced by "will be obligated to operate."]

146. By refusing to transfer title to the 2030-32 West Norris Property, or an acceptable alternate site, to NJL, Defendants are preventing NJL from meeting its contractual obligations to the Court and to the plaintiffs in the Harris case. [¶ 154 of Count VI is essentially the same except that it refers to "the realization of the contract" rather than to "meeting its contractual obligations."]

(Compl. at ¶¶ 144-46, 152-54.) Defendant argues that these claims fail to state a claim or, in the alternative, that the allegations are so vague and ambiguous that it cannot reasonably be expected to form a responsible pleading. The Court agrees that they fail to state a claim.

Judge Shapiro's July 12, 1995 Stipulation and Order to which these allegations refer approved and memorialized an agreement between the parties in the Harris case, Harris et al. and the City of Philadelphia, as to how \$780,133 in fine money collected in that case would be disbursed by the Court. It included the grant of \$150,000 to NJL "to rehabilitate buildings in North Philadelphia for an advanced recovery program for ex-offenders." (Compl. Ex. 2.)

The idea that Judge Shapiro's Order, coupled with NJL's agreement to rehabilitate the Property (apparently evidenced by NJL's proposal to Judge Shapiro),⁵ somehow created a contract

⁵NJL's proposal to Judge Shapiro addressed the problem of what could be done "to support men and women released from penal institutions, to find new and positive paths in life and avoid returning to prison." It was attached to Judge Shapiro's Stipulation and Order, and it discussed the Property and its potential in some detail. (Compl. Ex. 1, 2.)

between, on the one hand, NJL and, on the other hand, the Court and the plaintiffs in Harris, is bizarre. The idea that the Court by its Order became a party to such a contract and thereby incurred contractual obligations is unfathomable. The July 12, 1995 Stipulation and Order in Harris approved an agreement between the Harris plaintiffs and the City of Philadelphia and created no contractual obligations binding on the Court or on the Harris plaintiffs with respect to NJL.⁶ Counts V and VI of the Complaint will therefore be dismissed.

E. Promissory Estoppel

Plaintiffs take the position that Defendants are "estopped" from failing to convey the Property because Plaintiffs acted in reasonable reliance on their promises that they would transfer title and, as a result, Plaintiffs will suffer losses if title is not conveyed to NJL. Defendant argues that Plaintiffs have not stated a claim in promissory estoppel because Plaintiffs have not pleaded some of the elements of that cause of action, which it lists as: (1) that they acted in reasonable reliance on the RDA's action; (2) that a promise was made; (3) that they took a definite and substantial action in reliance on the promise, and (4) that they will suffer serious harm unless the promise is enforced. It cites Universal Computer Systems v. Medical

⁶Plaintiffs have not alleged that they are third-party beneficiaries of the agreement the Court approved in the Harris case between Harris et al. and the City of Philadelphia.

Services Association of Pa., 628 F.2d 820 (3d Cir. 1980)

(discussing apparent authority of agents to bind principals under promissory estoppel). Specifically, Defendant contends that Plaintiffs have failed to allege conduct from which a promise to convey the Property can be inferred and they have failed to allege actual harm.

With respect to the promise, the RDA refers to the letters Plaintiffs attach to their Complaint and concludes they are inadequate to support the claim. Plaintiffs have alleged that the RDA made a promise to convey the Property in various communications with Plaintiffs and others; thus the content of the promise is clear. Plaintiffs do not need to present all their evidence of the promise with the Complaint. It may be that the evidence Plaintiffs later produce is insufficient to sustain this claim, but the Court cannot say at this stage that Plaintiffs could present no evidence which would support their claim.

IV. CONCLUSION

Plaintiffs' Complaint has some evident weaknesses, but so do Defendant's arguments in favor of dismissal. For the reasons that appear in the foregoing, the Court will grant in part and deny in part Defendant RDA's Motion to Dismiss and will deny its Motion for a More Definite Statement as moot.

An appropriate Order follows.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

NEW JERUSALEM LAURA, INC., : CIVIL ACTION
GENORIA HARRIS, :
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 Plaintiffs :
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 v. :
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 THE CITY OF PHILADELPHIA, :
 THE REDEVELOPMENT AUTHORITY :
 OF THE CITY OF PHILADELPHIA, :
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 Defendants : NO. 97-3113

O R D E R

AND NOW, this day of July, 1998, upon consideration of the Motion of Defendant the Redevelopment Authority to Dismiss for Failure to State a Claim pursuant to Federal Rule of Civil Procure 12(b)(6) and its Motion for a More Definite Statement (Doc. No. 11), and the Response of Plaintiffs New Jerusalem Laura, Inc. and Genoria Harris (Doc. No. 17), **IT IS HEREBY ORDERED** that:

1. Defendant's Motion to Dismiss is **GRANTED IN PART AND DENIED IN PART**; and, more specifically, the Motion is **GRANTED** with respect to Counts V and VI and **DENIED** with respect to Counts I, II, III, IV, and VII; and
2. Defendant's Motion for a More Definite State is **DENIED AS MOOT.**

BY THE COURT:

JOHN R. PADOVA, J.