

MAUREEN MURPHY v. LORD THOMPSON MANOR, INC., AC 28106

Judicial District of Windham at Putnam

Torts; Whether Defendant's Conduct was Sufficiently Unreasonable or Egregious as to Support a Claim for Negligent Infliction of Emotional Distress; Whether Damages Award was Excessive. The defendant owns and operates the Lord Thompson Manor wedding reception facility in Thompson. In February 2003, the plaintiff contracted with the defendant for the use of its services and facilities for her September 10, 2005 wedding. The plaintiff paid a \$2,000 deposit and signed a contract that provided that the September 10 date would be held for her. The ensuing months, however, saw a series of mistakes, miscommunications and misunderstandings between the plaintiff and the defendant that resulted in the defendant's promising the September 10 date to another wedding party. When, with the plaintiff's wedding date looming in six months, the parties were unable to resolve the issue of the double booking, the plaintiff hurriedly secured another facility for her wedding and brought this action against the defendant. The trial court found for the plaintiff on her claims of breach of contract and negligent infliction of emotional distress. As to the latter claim, the court found that the plaintiff was entitled to recover because she showed that the defendant's conduct created an unreasonable risk of causing her emotional distress, that her distress was foreseeable and that it was severe enough that it might result in illness or bodily harm. The defendant appeals, claiming the trial court wrongly determined that the plaintiff should recover for negligent infliction of emotional distress. While conceding that its handling of the matter could be properly deemed negligent and in breach of the contract, the defendant nonetheless claims that its actions did not rise to the level of the type of unreasonable or egregious conduct that will support a valid claim for negligent infliction of emotional distress. The defendant also contends that, due to the flawed communications between the parties as the plaintiff's wedding date neared, it could not have foreseen that its actions would cause the plaintiff distress. Finally, the defendant argues that the court's award of \$15,000 in damages for negligent infliction of emotional distress was excessive and can only represent an improper attempt to punish the defendant rather than to compensate the plaintiff.