

STATE OF RHODE ISLAND

WASHINGTON, SC.

SUPERIOR COURT

(Dated: September 24, 2026)

RICHARD MANFREDI,
Plaintiff,

v.

ROBERT CRAVEN,
ADMINISTRATOR OF THE ESTATE
OF VIOLA MANFREDI, JOSEPH
MANFREDI, AND ESTATE OF
COSMO MANFREDI,
Defendants.

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C.A. No. WC-2021-0311

DECISION

TAFT-CARTER, J. Before this Court for decision are Defendant, Estate of Cosmo Manfredi's (the "Estate"), Motion for Reconsideration and/or Instruction and Plaintiff, Richard Manfredi's ("Mr. Manfredi"), Motion for Reconsideration and/or Instruction. (*See* Def.'s Mot. for Recons. and/or Instruction (Def.'s Mot.) 1; *see also* Pl.'s Mem. in Supp. of Mot. for Recons. and/or Instruction (Pl.'s Mem.) 1.)¹ Jurisdiction is pursuant to G.L. 1956 § 8-2-14.

I

Facts and Travel

In 2021, Mr. Manfredi filed this action against Robert Craven ("Mr. Craven"), as the Administrator of the Estate of Viola Manfredi, and his brothers, Cosmo Manfredi² and Joseph

¹ Mr. Manfredi's memorandum "is filed in opposition to Defendants' joint motion for reconsideration and/or instruction, and in support of Plaintiff's Motion for Reconsideration and/or Instruction." (*See* Pl.'s Mem. 6.)

² In November 2022, Cosmo Manfredi passed away, and the Court entered a consent order substituting Lea Ann Johnstone, in her capacity as Executrix for the Estate of Cosmo Manfredi (the "Estate"), as a party on April 25, 2025. (*See* Mot. to Substitute Party 1; *see* Consent Order, Apr. 25, 2024, 1.)

Manfredi (collectively “Defendants”). (*See* Compl. ¶ 9.) In his Complaint, Mr. Manfredi petitioned the Court for a partition by sale of the property located at 77 Dunns Corner Bradford Road, Westerly, Rhode Island (the “Manfredi Farm”), designated as Assessor’s Plat 92, Lot 1. *See id.* ¶¶ 10-13; *see also* Mot. to Adjudge Pl. in Contempt of Court Order, Nov. 17, 2023, Ex. 2, 2. Thereafter, Cosmo Manfredi filed an answer to the Complaint and a Counterclaim. (*See* Def.’s Counterclaim ¶¶ 11-16.) Joseph Manfredi filed a partition petition seeking to subdivide the Manfredi Farm in compliance “with the Compilation Plan, prepared by Daniel F. Harrington, III, P.L.S. dated January 28, 2014” (the “Compilation Plan”), and on behalf of Mrs. Manfredi. (*See* Def.’s Pet. to Divide Real Property ¶ 6.)

On December 1, 2021 and January 26, 2022, the Court held a bench trial. (*See* Order, Feb. 15, 2022 (Partition Order) 1.) The Court granted the request for that partition by metes and bounds according to the Compilation Plan, finding that it was fair, equitable, and a practical method for dividing the Manfredi Farm. (*See* Hr’g Tr. 10:5-9, Feb. 7, 2022.) The Compilation Plan subdivided the Manfredi Farm into parcels identified as Parcels one through four. *See id.* at 3:6-10. Parcel one was awarded to Cosmo Manfredi, Parcel two to Joseph Manfredi, and Parcel three to Mr. Manfredi. *See id.* at 3:19-4:1, 11:8-10. Parcel four is a residential rental property anticipated to remain in the Estate or sold. *See id.* at 4:1-4, 11:8-10.

In dividing the property, the Court reasoned that subdivision by metes and bounds was the most practicable method to partition because the Manfredi brothers would each receive a parcel in fee simple; the proposed subdivision was the most equitable way to partition among the Manfredi brothers; and the proposed subdivision allowed Mr. Manfredi to continue his agricultural operations. *Id.* at 9:2-21. The Court further recognized that the proposed subdivision

would impact Mr. Manfredi's agricultural operations, but the extent of his hardship, loss, or injury did not affect the Court's right to determine and order a partition in kind. *Id.* at 9:22-10:4.

Following trial, the parties agreed to the following Partition Order dated February 15, 2022:

"1. Plaintiff Richard Manfredi's Complaint for partition to sell the entirety of the subject property is denied.

"2. Defendant Cosmo Manfredi's Counterclaim for partition action by metes and bounds is hereby granted.

"3. Robert Craven, Esq., is hereby appointed Commissioner pursuant to [G.L. 1956 § 34-15-24], to petition the Town of Westerly for a subdivision of the subject property consistent with the Compilation Plan (as revised) by Daniel F. Harrington, III, PLS.

"4. Commissioner Robert Craven, Esq., is ordered to execute a partition of the subject property, consistent with the Compilation Plan (as revised) by Daniel F. Harrington, III, PLS, and consistent with the testimony of appraisal conducted by George F. Valentine, Newport Appraisal Group, State Certified Appraiser.

"5. Commissioner Craven shall be due any legal fees and costs for effectuating partition by metes and bounds. Parties shall share equally in the costs to partition the subject property, including but not limited to legal fees and costs.

"6. Parties are restrained from interfering or otherwise obstructing the actions of the Commissioner to execute the petition to subdivide at any hearing, meeting, or other appearance before a municipal agency or board. Parties must cooperate and comply with any Commissioner directive required to effectuate partition by metes and bounds."³ (*See* Partition Order 1-2.)

Since issuing the Partition Order, the Manfredi brothers have consistently engaged in a series of clashes relating to the partition of the property. By all accounts, the hostility has gone

³ Mr. Manfredi filed a notice of appeal of the Partition Order to the Rhode Island Supreme Court on February 18, 2022. (*See* Notice of Appeal 1.) The Supreme Court dismissed the appeal on April 5, 2023 because the Partition Order was interlocutory. *See* Supreme Court Remand Transmittal 1; *see also Manfredi v. Craven*, 290 A.3d 778, 778-79 (R.I. 2023).

back years and continues in vengeance today. As a result, a series of motions were filed in the Court. In June 2022, Joseph and Cosmo Manfredi filed a motion for relief asserting that the parties' inability to respect the designated property lines interfered with the others' use and enjoyment of the property. (*See* Defs.' Mot. for Relief, June 9, 2022 ¶ 5.) This motion was filed by Joseph Manfredi and Cosmo Manfredi as a result of Mr. Manfredi disrupting their right to use and enjoy their respective properties. *See id.* Subsequently, Richard Manfredi spread chicken feces around Joseph Manfredi's leased area and Parcel four's residential area, cutting mature trees outside Parcel three, spray painting to tag the property outside Parcel three, placing political signage outside Parcel three, and randomly plowing portions of his brothers' property. *See id.*

In May 2023, Defendants again filed a motion for temporary restraining order and preliminary injunction as a result of Richard Manfredi allegedly using the entire Manfredi Farm for his own benefit by stripping the soil and using loam, gravel, and timber outside of Parcel three. (*See* Defs.' Mot. for a TRO and Prelim. Inj. 3.) The Court granted Defendants' motion for a preliminary injunction in June 2023. (*See* Order, June 6, 2023, 1.) In that order, the Court enjoined and restrained all parties from conducting any activities outside of their respective portion allocated in the Partition Order, removing raw materials, harassing the surveyor, and obscuring the stakes installed by the surveyor. *See id.* The Court further ordered the parties to remain in their designated areas while the surveyors staked the Manfredi Farm. *See id.* at 1-2.

On November 9, 2023, the administrator commissioned a survey from East Greenwich Surveyors, LLC (the "East Greenwich Surveyors") to accompany a formal application to subdivide the Manfredi Farm according to the Partition Order. (*See* Defs.' Mot. to Adjudge Pl. in Contempt of Court Order, Nov. 17, 2023, Ex. 2, 2; *see also* Def.'s Mot. 2; *see also* Def.'s Mot. Ex. C.)

On November 17, 2023, Defendants filed a motion to adjudge Richard Manfredi in contempt of the June 2023 preliminary injunction order. (*See* Defs.’ Mot. to Adjudge Pl. in Contempt of Court Order, Nov. 17, 2023, 1.) Lea Ann Johnstone, the Executrix of the Estate (“the Executrix”) alleged that Mr. Manfredi drove his tractor across the staked line from Parcel three to Parcel two and Mr. Manfredi’s son shot “what sounded [like] six gun shots into the air,” while cameras were installed onto the Estate and Joseph Manfredi’s properties. (*See* Aff. in Supp. of Mot. to Adjudge Pl. in Contempt, Nov. 16, 2023 ¶¶ 9-14, 16-21.) The Executrix also alleged that she discovered several cameras and surveyor stakes located on the property were forcibly removed. *See id.* ¶¶ 25-37.

On November 22, 2023, Richard Manfredi filed a motion to adjudge Joseph Manfredi in contempt of the court order for allegedly crossing onto Parcel three, removing raw materials, and interfering with the surveyor’s stakes. (*See* Pl.’s Mot. to Adjudge Def. in Contempt of Court Order, Nov. 22, 2023, 1-2.)

The East Greenwich Surveyors completed the final survey (the “Final Survey”) on April 23, 2025. (*See* Def.’s Mot. 2; *see also* Def.’s Mot. Ex. C.) The Final Survey followed the Compilation Plan in accordance with the Partition Order. *Id.*; *see* Partition Order 1. The Final Survey also identified an additional portion of the Manfredi Farm consisting of approximately 44.43 acres (“Parcel five”). *Id.*; *see also* Def.’s Mot. Ex. C.

In May 2025, Joseph Manfredi filed a Motion to Adjudge in Contempt and Other Relief seeking sanctions and incarceration for Mr. Manfredi and his son, Christian Manfredi, for repeatedly violating the preliminary injunction. (*See* Defs.’ Mot. to Adjudge in Contempt and Other Relief, May 19, 2025, 1, 3-4.) This request occurred after Mr. Manfredi and Christian Manfredi allegedly chased Joseph Manfredi, yelled at the tenant who resides on Parcel four, and

regularly crossed Parcels one, two, and four to get to Parcel three. *See id.* ¶ 7; *see id.* Ex. C. In addition, there was also a physical altercation between Christian Manfredi and Joseph Manfredi. *See id.* ¶ 4; *see id.* Ex. C.

Mr. Manfredi filed an Amended Complaint on February 3, 2026. (*See* Am. Compl.) Mr. Manfredi added two counts requesting declaratory relief that: the deed recorded in Land Evidence Book 979 at Page 142 on February 26, 2002 is null and void (Count II) and that the Living Trust Agreement created by Viola T. Manfredi dated December 10, 1987 (the “Trust”) and amended by the Amendment and Restatement of the Living Trust Agreement dated March 27, 1996 (the “Amended Trust”) is vested with title to all real property owned by Mrs. Manfredi at the time of her death. *See id.* ¶¶ 23(a), 54(d).

After several continuances, the Court heard Defendants’ motions to adjudge in contempt on February 6, 2026 and entered an order granting the motion as to Mr. Manfredi on March 18, 2026. (*See* Order, Mar. 18, 2026, ¶ 1.) The Court ordered again that “[a]ll [p]arties are not to enter onto or cross onto or otherwise access any part of the property not assigned to them by this Court’s Order of June 6, 2023, without permission of the property’s assignee or the administrator.” *Id.* ¶ 2.

The Estate filed this Motion for Reconsideration and/or Instruction on March 3, 2026. (*See* Def.’s Mot. 1.) Mr. Craven filed a First Commissioner’s Report on April 15, 2026. (*See* First Commissioner’s Report 1.) At some point after the East Greenwich Surveyors completed the Final Survey and before the Estate filed this motion, Mr. Craven, as Commissioner, and/or his designee had a meeting with the Town of Westerly to effectuate the subdivision. *Id.* at 2. Upon review of the Court’s Partition Order and the Final Survey, the Town of Westerly has requested a new court order or an amendment to the Partition Order, requesting clarification on

whether the subdivision can be based on the Final Survey instead of the Compilation Plan. *Id.* The Town of Westerly also seeks the Court's instruction on Parcel five's involvement. (*See* Def.'s Mot. 2.)

In the Estate's Motion for Reconsideration and/or Instruction, it asks the Court to reconsider the Partition Order. (*See* Def.'s Mot. 1-2.) It requests that the Court appoint Mr. Craven as Commissioner to list Manfredi Farm and all other real property Mrs. Manfredi owned at the time of her death on the open market for sale and to restrain all parties from interfering with a realtor showing the property to a potential buyer. *See id.* at 3-4. In the alternative, the Estate requests that this Court order that Parcel five be awarded to Mrs. Manfredi's Estate and/or the Living Trust Agreement so that the subdivision of Manfredi Farm can be finalized with the Town of Westerly. *Id.* at 4.

Mr. Manfredi filed an objection to the Estate's Motion for Reconsideration and/or Instruction on March 9, 2026. (*See* Docket.) In May 2026, Mr. Manfredi filed a Motion to Dismiss the Estate's Motion for Reconsideration and/or Instruction. (*See* Pl.'s Mot. to Dismiss.) Mr. Manfredi withdrew the Motion to Dismiss and refiled a Motion for Reconsideration and/or Instruction on July 7, 2026. (*See* Pl.'s Mem. 2.) Mr. Manfredi requests that this Court deny the Defendant's Motion for Reconsideration and/or Instruction, vacate and set aside the Partition Order, and order the Trustee to distribute the assets from the Trust in a manner that preserves its character as a farm. *Id.* at 15-16.

The Estate filed an objection to Mr. Manfredi's Motion for Reconsideration and/or Instruction on July 20, 2026. (*See* Docket.) Joseph Manfredi orally objected to Mr. Manfredi's Motion for Reconsideration and/or Instruction during a hearing on September 4, 2026.

The Court heard these motions on April 17, 2026, July 24, 2026, and September 4, 2026 and reserved its decision. Because both parties' motions for reconsideration rely on similar facts and travel, the Court will decide the motions together. After hearing oral arguments and reviewing the parties' briefs, the Court now renders its decision.

II

Standard of Review

Although a motion for reconsideration is not explicitly recognized by the Superior Court Rules of Civil Procedure, it is treated as a motion to vacate under Rule 60(b) of the Superior Court Rules of Civil Procedure.⁴ *Atmed Treatment Center, Inc. v. Travelers Indemnity Co.*, 285 A.3d 352, 359 (R.I. 2022) (citing *McLaughlin v. Zoning Board of Review of Town of Tiverton*, 186 A.3d 597, 604 n.9 (R.I. 2018)). However, reconsideration of non-final orders and judgments are not confined to Rule 60(b). *See id.* at 361. “It is well settled that [a] motion to vacate a judgment is left to the sound discretion of the trial justice[.]” *Id.* at 359 (quoting *Renewable Resources, Inc. v. Town of Westerly*, 110 A.3d 1166, 1171 (R.I. 2015)). “[A] motion for reconsideration should not be undertaken lightly[.]” and “a trial justice must balance the interests of the parties against a thoughtful determination that a change of course is proper under the circumstances[.]” *Id.* at 362. The trial justice must rely on the parties' original arguments when reconsidering a prior judgment and not on any “after-the-fact arguments” advanced for the first time in the motion for reconsideration. *Id.*; *see Cochran v. Quest Software, Inc.*, 328 F.3d 1, 11 (1st Cir. 2003) (“a party may not, on a motion for reconsideration, advance a new argument that could (and should) have been presented prior to the . . . court's original ruling”).

⁴ Rule 60(b) of the Superior Court Rules of Civil Procedure provides relief from a final judgment, order, or proceeding. Super. R. Civ. P. 60(b). A final judgment is one that “definitely terminates the litigation and leaves nothing more for the court to decide.” *Murphy v. Bocchio*, 114 R.I. 679, 683, 338 A.2d 519, 523 (1975).

III

Analysis

A

Subject Matter Jurisdiction

Mr. Manfredi contends that this Court lacked subject matter jurisdiction when it issued the Partition Order dated February 15, 2022 because the partition action “was not commenced by a party who is or was to be a joint tenant, coparcener, or tenant in common.” (*See* Pl.’s Mem. 9-12.) He further contends that the Manfredi brothers are not joint tenants, coparceners, or tenants in common because title immediately passed to the Amended Trust pursuant to G.L. 1956 § 33-6-31 and thus deprived the Manfredi brothers of the right to possess the real property. *See id.* at 7-12. Mr. Manfredi further argues that because title immediately passed to the Trust when Mrs. Manfredi’s Will was admitted to probate, the Trust’s terms control the distribution. *See id.* at 2, 12-14.

A claim for lack of subject matter jurisdiction “questions a court’s authority to adjudicate a particular controversy before it.” *Boyer v. Bedrosian*, 57 A.3d 259, 270 (R.I. 2012). “‘A court may consider any evidence it deems necessary to settle the jurisdictional question.’” *Id.* (quoting *Morey v. State of Rhode Island*, 359 F. Supp. 2d 71, 74 (D.R.I. 2005)). “[S]ubject-matter jurisdiction is ‘an indispensable ingredient of any judicial proceeding[.]’” *Rogers v. Rogers*, 18 A.3d 491, 493 (R.I. 2011) (quoting *Paolino v. Paolino*, 420 A.2d 830, 833 (R.I. 1980)). Accordingly, a claim for lack of subject matter jurisdiction can be raised at any time and “cannot be ‘waived nor conferred by the consent of the parties.’” *Id.* (quoting *Paolino*, 420 A.2d at 833); *see Long v. Dell, Inc.*, 984 A.2d 1074, 1078 (R.I. 2009).

“When properly used, [the term subject matter jurisdiction] refers only to a court’s power to hear and decide a particular case and *not to whether a court having the power to adjudicate should exercise that power.*” *George v. Infantolino*, 446 A.2d 757, 759 (R.I. 1982) (citing *Cranston Teachers Association v. Cranston School Committee*, 120 R.I. 105, 108-09, 386 A.2d 176, 178 (1978)) (emphasis added). Pursuant to G.L. 1956 § 34-15-1, this Court has the power to hear and decide a request for a partition by joint tenants, coparceners, and tenants in common. *See* § 34-15-1 (“[a]ll joint tenants, coparceners, and tenants in common, who now are or hereafter may be actually seised or possessed of any estate of inheritance in any lands . . . in their own right . . . may be compelled to make partition between them of those lands . . . by civil action”). Therefore, the issue that this Court must resolve is whether the Manfredi brothers are cotenants over which this Court has subject matter jurisdiction to consider a partition action. In order to make such determination, this Court must look to the terms of Mrs. Manfredi’s Will, Trust, and Amended Trust.

1

The Trust

Section 33-6-31 provides that “[t]itle to real or personal property shall pass by will when the will has been finally proved[.]” *See* § 33-6-31. Section 33-6-31 “is a recording statute whose aim is to facilitate the transfer of title to property.” *Wickes’ Estate v. Stein*, 107 R.I. 260, 269, 266 A.2d 911, 916 n.2 (1970). “This Court’s ‘primary objective when construing language in a . . . trust is to ascertain and effectuate the intent of the . . . settlor as long as that intent is not contrary to law.’” *Steinhof v. Murphy*, 991 A.2d 1028, 1033 (R.I. 2010) (quoting *Fleet National Bank v. Hunt*, 944 A.2d 846, 851 (R.I. 2008)). To determine the settlor’s intent, “donative language should be interpreted with reference to the whole trust.” *Id.* (citing *Chile v. Beck*, 452

A.2d 626, 628 (R.I. 1982)). Trust language should be ““given their primary, ordinary, and common meaning unless it plainly appears that they were used in some other sense.”” *Id.* (quoting *Hunt v. Citizens Trust Co.*, 519 A.2d 1120, 1122 (R.I. 1987)) (internal bracket omitted). The “rules of construction should be used only when the meaning of a trust is not apparent from the plain and ordinary meaning of its language or, in other words, when it is ambiguous.” *Id.* at 1033-34.

The plain language of the “Family Trust” contained in the Trust provides that:

“The Termination of the Family Trust shall be that time either at or after the death of the last to die of the Settlor and her said husband and at that time, the Trustees shall distribute said Trust share outright, in three equal shares, one to the son of the Settlor, COSMO D. MANFREDI, JR., one to the son of the Settlor, JOSEPH C. MANFREDI, one to the son of the Settlor, RICHARD J. MANFREDI; provided, however, that if any of said sons shall have predeceased the Settlor, leaving issue under the age of twenty-one (21) years, said property shall be held for said issue under the provision of paragraph 4 herein.” (*See* Trust ¶ 3.)

The plain language of the “Family Trust” contained in the Amended Trust provides that:

“The termination of the Family Trust shall be that time either at or after the death of the last to die of the Settlor and her said husband and at that time, the Trustees shall distribute said Trust share outright, in three equal shares, as follows:

“a. One share to each of the sons of the Settlor, to wit: COSMO D. MANFREDI, JR., JOSEPH C. MANFREDI and RICHARD J. MANFREDI, and if any of them shall have predeceased the Settlor, leaving issue, to said issue per stirpes and not per capita, and if any of said issue shall be under the age of 21 years, the share for said issue shall be held pursuant to the provisions of paragraph 4 hereunder.” (*See* Am. Trust ¶ 3(a).)

When, by a trust’s terms, the death of the settlor is fixed as the end of the trust, the death of that party terminates the trust. Myron Kove, George G. Bogert & George T. Bogert, *The Law of Trusts and Trustees* § 996 (2026). Furthermore, upon the trust’s termination, the trustee is

obligated to take all acts necessary to wind up the trust and distribute the trust property according to the trust's terms. *Id.* § 1010. Under a living trust, real estate becomes trust property only when a deed transfers such property into the trust. *Id.* § 142.

Mrs. Manfredi is the Settlor under the Trust and the Amended Trust. (*See* Trust 11; *see* Am. Trust 11.) Mrs. Manfredi passed away on March 4, 2018. (*See* Hr'g Tr. 2:24, Feb. 7, 2022.) Mrs. Manfredi's husband passed on Christmas Day in 2004. (*See* Hr'g Tr. 21:7-13, Dec. 1, 2021.) Accordingly, Mrs. Manfredi was the "last to die" between her and her husband. Upon Mrs. Manfredi's death, the Family Trust terminated, and the Trustee is instructed to distribute "said Trust share outright, in three equal shares" to each of the Manfredi brothers. (*See* Trust ¶ 3; *see also* Am. Trust ¶ 3(a).) At the time of her death, Mrs. Manfredi was the title owner of the Manfredi Farm. (*See* Compl. ¶ 4.) Nothing in the record indicates that Mrs. Manfredi ever transferred the Manfredi Farm by deed into the Trust or Amended Trust, nor does Mr. Manfredi assert as much. Because title was never transferred by deed, the real property was not trust property at the time of Mrs. Manfredi's death. *See The Law of Trusts and Trustees* § 142. Moreover, it was impossible, under the current law, for title to the real property to automatically pass to the Trust. *See* § 33-6-31.

2

Intestacy

The Court shall now examine the manner, if any, in which the Manfredi Farm shall pass pursuant to Mrs. Manfredi's Will. "A failed gift passes pursuant to the will's residuary clause, if one exists, and if not, by the laws of intestacy." Eric D. Correia, *A Practical Guide to Probate in Rhode Island* § 3.3.4(a) (3d ed. 2025). However, when interpreting a will in which a devise, bequest, or appointment fails, "the avoidance of intestacy is favored, especially when the partial

intestacy relates to the residuary estate. This is so because it is assumed that, when a person makes a will, he intends to dispose of his entire estate.” *Industrial National Bank of Rhode Island v. Glocester Manton Free Public Library of Glocester*, 107 R.I. 161, 169, 265 A.2d 724, 728 (1970).

The Court has determined that because the Trust and Amended Trust terminated, the Manfredi Farm is not subject to distribution pursuant to the Trust. The residual clause clearly and unambiguously directs that the Manfredi Farm be distributed to the Trust and Amended Trust. (See Def.’s Obj. to Pl.’s Mot. to Remove, Ex. A, ¶ 5.) This, however, is impossible because the Trust has terminated.

Under the terms of Mrs. Manfredi’s Will, Trust, and Amended Trust, Mrs. Manfredi clearly intended to devise her property in equal shares to the Manfredi brothers. Mrs. Manfredi’s Will provided that the Manfredi brothers “shall be treated equally,” and both the Trust and the Amended Trust instruct the Trustee to distribute the property “in three equal shares” to each of the Manfredi brothers. (See Hr’g Tr. 4:5-11, Feb. 7, 2022; see also Trust ¶ 3; see also Am. Trust ¶ 3(a).) Therefore, the Court will assume Mrs. Manfredi intended to avoid intestacy and a distribution of the property will be legal among the Manfredi brothers.

3

Co-tenancy

Pursuant to § 34-15-1, this Court has the power to hear and decide a case requesting a partition between joint tenants, coparceners, and tenants in common. See § 34-15-1. Here, the Court has the authority to partition the real property because each brother is a co-equal tenant in common. See § 34-15-1; see also Hr’g Tr. 7:18-8:3, Feb. 7, 2022. The Manfredi brothers are tenants in common pursuant to Mrs. Manfredi’s testamentary intent. The Will clearly provided

that they “shall be treated equally.” In fact, both the Trust and the Amended Trust instruct the Trustee to distribute the property “in three equal shares” to each of the Manfredi brothers. *See* Hr’g Tr. 4:5-11, Feb. 7, 2022; *see also* Trust ¶ 3; *see also* Am. Trust ¶ 3(a); *see also* *Manchester v. Pereira*, 926 A.2d 1005, 1014 (R.I. 2007) (internal quotation omitted) (“each cotenant is entitled to possession and enjoyment of the whole property and every part thereof subject to the same right in the other tenants”). Because the Manfredi brothers are tenants in common as stated under Mrs. Manfredi’s Will, Trust, and Amended Trust, the Court clearly had the authority to partition the real property pursuant to § 34-15-1. *See* § 34-15-1. Therefore, the Court had and does have subject matter jurisdiction to issue the Partition Order. *See id.*

B

Interlocutory Order

The Court will now address reconsideration of the Partition Order. (*See* Def.’s Mot 2.) “[A] trial justice still retains the inherent power to modify any interlocutory judgment or order prior to final judgment.” *Renewable Resources, Inc.*, 110 A.3d at 1171 (quoting *Murphy v. Bocchio*, 114 R.I. 679, 682, 338 A.2d 519, 522 (1975)). A final judgment or decree ““must terminate the litigation of the parties on the merits of the case, so that, if there should be an affirmance [on appeal], the court below would have nothing to do but to execute the decree it had already rendered.”” *McAuslan v. McAuslan*, 34 R.I. 462, 83 A. 837, 840 (1912) (quoting *Grant v. Phoenix Mutual Life Insurance Co.*, 106 U.S. 429, 430-31 (1882)). Interlocutory orders ““are provisional or temporary, or that decide some intermediate point or matter but are not a final decision of the whole matter.”” *Atmed Treatment Center, Inc.*, 285 A.3d at 361 (quoting *Coit v. Tillinghast*, 91 A.3d 838, 843 (R.I. 2014)).

In *Atmed Treatment Center, Inc.*, the Rhode Island Supreme Court considered whether the defendant's motion for reconsideration related to a final or interlocutory order by the trial justice. *Id.* at 360. If the order by the trial court was final, the motion for reconsideration would be governed by Rule 60(b). *Id.* The plaintiff filed a motion for partial summary judgment, which the trial justice partially granted but deferred ruling on the question of damages. *Id.* at 358. The Court made clear that “[i]f it appears from the order that something remains to be done before the rights of the litigants are fixed, the requisite finality to which the rule refers has not been reached.” *Id.* at 361 (quoting *Murphy*, 114 R.I. at 683, 338 A.2d at 523). A decree, therefore, is not final “when a person in whose favor the decree runs must return to court for further assistance.” *Id.* (quoting *Murphy*, 114 R.I. at 682, 338 A.2d at 522). The Court then found that because the trial justice had not ruled on the issue of damages, the order was interlocutory and not governed by Rule 60(b). *Id.* at 361-62.

Clearly, the Partition Order is an interlocutory order. It required further action from Mr. Craven to divide the property and report that action to this Court for entry of final judgment. *See Manfredi v. Craven*; 290 A.3d 778, 779 (R.I. 2023); *see also Whipple v. Wales*, 46 R.I. 81, 81, 125 A. 81, 81 (1924) (“[a] decree in a partition suit, appointing a commissioner to partition land by metes and bounds does not conform with [the] definition of a final decree” as set forth in *McAuslan*). This interlocutory order is not a final judgment or decree. Therefore, the Court is not confined to the strictures of Rule 60(b) when reconsidering the order. *See Whipple*, 46 R.I. at 81, 125 A. at 81; *see also Atmed Treatment Center, Inc.*, 285 A.3d at 361.

Partition

In Rhode Island, actions for partition are governed by statute. *Bianchini v. Bianchini*, 76 R.I. 30, 33, 68 A.2d 59, 61 (1949). Section 34-15-1 provides in pertinent part that “[a]ll . . . tenants in common, who now are or hereafter may be actually seised or possessed of any estate of inheritance in any lands, tenements or hereditaments . . . in their own right . . . may be compelled to make partition between them of those lands . . . by civil action.” Section 34-15-1. Thus, tenants in common have an absolute right to seek partition pursuant to § 34-15-1. *See id.*; *Updike v. Adams*, 22 R.I. 432, 434-35, 48 A. 384, 385 (1901). Upon an action for partition brought pursuant to § 34-15-1, this Court is statutorily authorized to order a partition in kind or by sale pursuant to § 34-15-16. *See* § 34-15-16; *Bianchini*, 76 R.I. at 33-35, 68 A.2d at 61-62. Section 34-15-16 provides that

“[i]n an action for partition, the superior court may, in its discretion, upon motion of any party to the action, order the whole premises sought to be divided, or any particular lot, portion, or tract thereof or the interest of the plaintiff or plaintiffs or of the defendant or defendants in the whole premises, or in any particular lot, portion, or tract thereof, to be sold, either at public auction or by private contract, under the direction of the court, by the commissioner or commissioners appointed to divide or sell the same; provided, that if the sale is made by private contract, it shall not be made for less than the sum fixed by the court in its decree authorizing the sale by private contract.” Section 34-15-16.

Therefore, § 34-15-16 authorizes this Court to adjudicate the instant dispute. *See id.* Moreover, the General Assembly drafted § 34-15-16 with the intent to

“provide in the first instance for the partition of realty by metes and bounds giving to each owner therein [their] fair and equitable portion of the same, but in the event of its not being practicable to make such a division, and in that event only, the court may in its discretion order a sale of the property and a division of the

proceeds.” *Lannon v. Lannon*, 40 R.I. 60, 62, 99 A. 819, 820 (1917).

2

Reconsideration

The Estate argues that the Court should reconsider the Partition Order or, in the alternative, order that the Manfredi Farm be partitioned by sale because the partition in kind will not fully resolve the parties’ issues. (*See* Def.’s Mot. 2-3.) The Estate highlights that it has been over four years since the Court issued the Partition Order and the Manfredi Farm has yet to be subdivided, and the Manfredi brothers will likely continue to have conflict as adjacent landowners if a subdivision is finalized. *See id.* at 3. It further argues that because the parties cannot co-exist as adjacent landowners, reconsidering the Partition Order or ordering a partition by sale would put an end to the ongoing family dispute and will allow the parties to move on. *See id.*

“A trial justice retains the authority ‘to modify any interlocutory judgment or order prior to final judgment.’” *Atmed Treatment Center, Inc.*, 285 A.3d at 362 (quoting *Renewable Resources, Inc.*, 110 A.3d at 1171. As such, the trial justice “must balance the interests of the parties against a thoughtful determination that a change of course is proper under the circumstances” when addressing a motion to reconsider. *Id.* At the bench trial, Joseph Manfredi and Cosmo Manfredi argued that a partition in kind following the Compilation Plan was the most effective way to partition the land because it comports with Mrs. Manfredi’s intentions for the disposition of her property. (*See* Hr’g Tr. 7:11-17, Feb. 7, 2022.) However, Mr. Manfredi argued that a partition in kind did not represent Mrs. Manfredi’s intentions and a sale is the best method to partition because the subdivision would be inequitable, impact the fair market and

developmental values of the parcels, and impair his ability to continue his agricultural operations. *See id.* at 6:19-7:10.

Ultimately, the Court ordered a partition by metes and bounds in accordance with the Compilation Plan as the most fair, equitable, and practical method for partitioning the Manfredi Farm. *See id.* at 10:5-9; *see also* Partition Order ¶¶ 1-3. The Court reasoned that this is the most practical method for partition because the Manfredi brothers would receive the proposed parcels in fee simple with the ability to use, occupy, and enjoy the properties as they saw fit, it was equitable, and it allowed Mr. Manfredi to continue his agricultural operations. *See* Hr’g Tr. 9:2-21, Feb. 7, 2022; *see also* Partition Order ¶¶ 1-3.

It has been four and one-half years since the Partition Order and the subdivision has yet to be finalized. (*See* Partition Order 1.) It would be an understatement to conclude that the animosity among the Manfredi brothers has quelled. In fact, the Manfredi brothers’ consistent interference with the surveyor stakes caused substantial delay in completing the Final Survey. (*See* Order, June 6, 2023, 1-2; *see* Mot. to Adjudge Pl. in Contempt of Court Order, Nov. 17, 2023, 1; *see* Pl.’s Mot. to Adjudge Def. in Contempt, Nov. 22, 2023, 1-2.) Furthermore, as adjacent landowners, the Manfredi brothers have engaged in altercations, crossed onto each other’s land, removed cameras, used and wasted resources from each other’s land, and intimidated one another and the tenants who reside on Parcel four. (*See* Mot. to Adjudge Pl. in Contempt of Court Order, Nov. 17, 2023, 1; *see also* Aff. in Supp. of Mot. to Adjudge Pl. in Contempt of Court Order, Nov. 17, 2023 ¶¶ 12-13, 16-26; *see also* Pl.’s Mot. to Adjudge Def. in Contempt, Nov. 22, 2023, 1-2.) The Manfredi brothers have also repeatedly violated the Partition Order, the preliminary injunction, and other orders directing each brother to remain on their designated parcel. (*See also* Order, Mar. 18, 2026, ¶¶ 1-2.)

Although the initial Partition Order attempted to convey each brother their respective share allowing Mr. Manfredi to maintain his agricultural operations, there is a greater need to end the ongoing conflict between the Manfredi brothers. (*See* Hr’g Tr. 9:2-21, Feb. 7, 2022.) Furthermore, there is also a need to conclude the action. The past four and one-half years have been riddled with motions to adjudge in contempt for repeated violations of the Partition Order and preliminary injunction. Maintaining the status quo would be more difficult than fruitful. A partition by sale will resolve these issues by separating the Manfredi brothers, provide an equal share of the proceeds from the sale, protect the Manfredi Farm’s property value, and will eliminate the tension between the Manfredi brothers. Additionally, Mr. Manfredi can use the proceeds from the sale to pursue his agricultural operations elsewhere and away from his brothers.

Upon balancing the interests of the Manfredi brothers, it has become increasingly apparent to the Court that a subdivision that maintains the parties as adjacent landowners is no longer in the best interests of the Manfredi brothers and it would be most equitable to alter the Partition Order. *See Clinton v. Babcock*, 332 A.3d 167, 173 (R.I. 2025); *see Lannon*, 40 R.I. at 62, 99 A. at 820; *see also Bianchini*, 76 R.I. at 33-35, 68 A.2d at 61-62. Therefore, a change of course is prudent and proper. Therefore, this Court orders that a partition by sale with equal division of proceeds is the best method to partition the Manfredi Farm pursuant to § 34-15-16. *See* § 34-15-16; *see Atmed Treatment Center, Inc.*, 285 A.3d at 362.

Therefore, upon entry of the appropriate order in accordance with this Decision, Mr. Craven shall have the property appraised by a real estate appraiser licensed in the State of Rhode Island. Thereafter, Mr. Craven shall list the property for sale with a real estate broker licensed in

the State of Rhode Island. The Manfredi brothers shall fully cooperate with Mr. Craven in the sale of the property.

IV

Conclusion

Mr. Manfredi's Motion for Reconsideration and/or Instructions and requested relief is **DENIED**. The Estate's Motion for Reconsideration and/or Instruction is thereby **GRANTED**. Counsel shall submit the appropriate order for entry.



RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE: **Manfredi v. Craven, et al.**

CASE NO: **WC-2021-0311**

COURT: **Washington County Superior Court**

DATE DECISION FILED: **September 24, 2026**

JUSTICE/MAGISTRATE: **Taft-Carter, J.**

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