

**IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA**

<b>SUPPLYSOURCE, INC.,</b>	:	
<b>Plaintiff</b>	:	
	:	
<b>v.</b>	:	<b>No. 05-01,241</b>
	:	<b>CIVIL ACTION</b>
<b>WILLIE MARSHALL t/d/b/a NATIONAL</b>	:	
<b>PARALEGAL SERVICES,</b>	:	
<b>Defendant</b>	:	

**OPINION AND ORDER**

This matter is before the Court for non-jury trial disposition. Trial in this matter was held on June 13, 2006. The Plaintiff is seeking damages for the Defendant's alleged breach of oral contract. After a review of the evidence presented at the trial, the Court makes the following findings of fact.

***Background***

The Plaintiff, Supplsource, Inc., is a Pennsylvania corporation in the business of selling office supplies. The Defendant, Willie Marshall, is an adult individual temporarily doing business as National Paralegal Services. In late 2004, the parties entered into an oral contract for the purchase of office supplies whereby the Plaintiff would ship to and bill the Defendant for particular office supplies that the Defendant selected. The Plaintiff shipped and the Defendant accepted the supplies the Defendant selected; however, the Defendant has yet to remit payment, the amount of seven thousand seventy dollars and fifty-two cents (\$7,070.52) to the Plaintiff for the supplies he received.

After not receiving payment from the Defendant, the Plaintiff instituted a claim before Magisterial District Judge James G. Carn. When the Defendant failed to respond/appear, District Judge Carn, on June 20, 2005, entered judgment in favor of the Plaintiff in the amount of seven

thousand one hundred eighty-one dollars and two cents (\$7,181.02), seven thousand seventy dollars and fifty-two cents (\$7,070.52) of which represented the outstanding balance due to the Plaintiff and one hundred ten dollars and fifty cents (\$110.50) of which represented the costs of judgment. The Defendant promptly filed an appeal to this judgment in July 2005.

On August 1, 2005, the Plaintiff filed a Complaint in this matter and shortly thereafter, the matter was scheduled to be heard by a board of arbiters on January 17, 2006. On that date, despite the Defendant again failing to appear, the Board found in favor of the Plaintiff in the amount of seven thousand seventy dollars and fifty-two cents (\$7,070.52) plus 6% interest from November 5, 2004 to January 17, 2006 and costs. Again, the Defendant promptly filed an appeal to this decision and in March 2006, this Court scheduled the matter, over the objection of the Defendant, for a non-jury disposition during the Court's June trial term.

Prior to trial, the Defendant failed to appear at the April 27, 2006 pre-trial conference and, after the Court denied his informal continuance request, he failed to appear at the June 13, 2006 non-jury trial.

At the June 13, 2006 non-jury trial in this matter, the Court received testimony from the Plaintiff's controller. She testified that the Plaintiff did provide the Defendant with the supplies he selected and that, to date, he has failed to remit payment for any of the said supplies.

### ***Discussion***

A contract is formed where there is an offer, acceptance, and exchange of consideration. Generally, if either party to the contract fails to perform under the terms of the contract, they have committed a breach for which they can be held liable.

Instantly, the Defendant offered to purchase supplies from the Plaintiff and the Plaintiff accepted this offer when it shipped said supplies to the Defendant in consideration of monetary

payment. When the Defendant failed to remit payment for the supplies he accepted from the Plaintiff, he breached the contract between the parties. As a result of his breach, the Defendant is liable for the costs of the supplies he received without remitting payment, the Plaintiff's costs in procuring the payment owed, and because of the Defendant's vexatious conduct throughout the matter, the Plaintiff's reasonable attorney's fees.

**ORDER**

**AND NOW**, this \_\_\_\_\_ day of June 2006, after a non-jury trial in this matter, the Court finds in favor of the Plaintiff in the amount eight thousand forty-eight dollars and two cents (\$8,048.02) to be allocated as follows: seven thousand seventy dollars and fifty two cents (\$7,070.52) as outstanding payment for the supplies the Plaintiff shipped to the Defendant without being compensated; one hundred ten dollars and fifty cents (\$110.50) for costs the Plaintiff incurred in seeking this judgment; and eight hundred sixty seven dollars and no cents (\$867.00) for the Plaintiff's attorney's fees.

By the Court,

\_\_\_\_\_  
Nancy L. Butts, Judge

xc: Jason F. Poplaski, Esq.  
Willie Marshall t/b/d/a National Paralegal Services, 1328 W. Walnut Street, Coal  
Township, PA 17866  
Judges  
Nancy L. Butts, Judge  
Laura R. Burd, Law Clerk