

STATE OF MAINE
CUMBERLAND, ss

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SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-00-666

Nov 20 2 49 PM '01

FRITO BLAIS
d/b/a JODIA FASHIONS,

Plaintiff

v.

JUDGMENT

NEW ENGLAND TRADING CORP.
and MICHAEL REIS,

Defendants

The plaintiff entered a contract with the defendant New England Trading Corp. (NETC) through its president and employee, defendant Michael Reis, to sell garments to Bermo Enterprises. See Pl.'s Ex. 1. The defendant would receive a commission on each garment sold. After the invoice was prepared by the plaintiff, defendant Reis stamped the invoice as payable to the defendant NETC. See Pl.'s Exs. 2, 3. The plaintiff did not give the defendants permission to make the invoice payable to the defendant NETC. The plaintiff expected that the defendant NETC would receive the check from Bermo and turn the check over to the plaintiff. The plaintiff would then pay the defendant NETC its commission. Defendant Reis recalled that the defendant NETC was suppose to collect the money and pay the proceeds, less defendant NETC's commission, to the plaintiff. The court finds credible the plaintiff's testimony of the parties' history and of the expected procedure regarding payment.

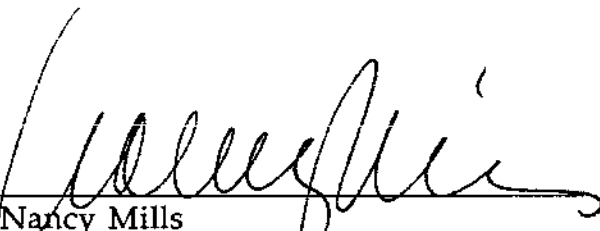
The invoice was paid by Bermo to the defendant NETC. Michael Reis originally told the plaintiff that defendant NETC had never received any money from Bermo. After documenting that Bermo had paid the invoice and defendant Reis had signed for the UPS delivery, defendant Reis then said he needed a week to pay the plaintiff. Mr. Reis later said that he did not have the money available. The plaintiff has never received any money from the sale to Bermo.

The parties stipulated that the defendant NETC owes the plaintiff \$21,700.00. The court concludes that defendant Reis is liable to the plaintiff for this amount based on his fraudulent conduct. See Johnson v. Exclusive Properties Unlimited, 1998 ME 244, ¶ 6, 720 A.2d 568, 571; Ford Motor Credit Co. v. Moore, 663 A.2d 30, 33 n.4 (Me. 1995); Grover v. Minette-Mills, Inc., 638 A.2d 712, 716 (Me. 1994).

The entry is

Judgment is entered on Counts I and II of the Plaintiff's Complaint in favor of the Plaintiff and against the Defendant New England Trading Corp. and Defendant Michael Reis, jointly and severally, in the amount of \$21,700.00 plus interest and costs. Judgment is entered on Count III of the Plaintiff's Complaint in favor of the Defendant and against the Plaintiff.

Date: November 20, 2001


Nancy Mills
Justice, Superior Court

Date Filed 11-06-00 CUMBERLAND Docket No. CV 00-666
County

Action CONTRACT



FRITO BLAISE DBA JOSIA FASHION

NEW ENGLAND TRADING CORPORATION
MICHAEL REIS

vs.

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Date of
Entry

2000
Nov 07

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