

IN THE COURT OF COMMON PLEAS OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

LUCIAN M. HAAS, trading as)	
WORLD CLASS SERVICES)	
Plaintiff,)	
)	
)	
v.)	C.A. No. 2000-06-093
)	
DAWN BRANNON,)	
)	
Defendant.)	
)	

Submitted: January 17, 2002

Decided: January 31, 2002

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DECISION AFTER TRIAL

Plaintiff Lucian M. Haas (hereinafter “Haas”) brings this action to collect the sum of \$2,915.00 as payment for grounds care services rendered on the property of Defendant Dawn Brannon (hereinafter “Brannon”). Brannon counterclaims against Haas for failure to pay and/or deduct for certain accounting services provided to Haas. Additionally, Brannon asserts Haas was compensated for his services and no balance is due. A trial on

this matter was held in this Court on January 17, 2002 and at the conclusion of the evidence, the Court reserved decision. This is the Court's decision after trial.

The Court finds the relevant facts to be as follows. Haas owned and operated a grounds care business, World Class Services, "Professional grounds care" (hereinafter "World Class"), from approximately 1993 to the end of 1997. Haas came to know Brannon and Clif Whittaker (hereinafter "Whittaker"), who is now deceased, because they were neighbors. Brannon and Whittaker were business partners, operating the accounting firm of Whittaker, Brannon & Associates, and they also lived together. On or about April 1, 1996, Haas and Whittaker agreed that World Class would provide grounds care services to Whittaker's and Brannon's property located at 810 Broadfield Drive, Newark, DE 19713. There is no evidence in the record that Haas and Whittaker entered into a written contract. Haas testified that he and Whittaker orally agreed to exchange services, i.e. deduct the amount of accounting services provided to Haas from the charges for grounds care. Brannon testified she was not aware of such an agreement because she was not present at the negotiations, however there is no dispute that the services were rendered.

From the period of April 1996 to October 1997, World Class provided a variety of grounds care services, all of which meet with Brannon and Whittaker approvals. Throughout this period of time, Haas sent invoices to Whittaker for services performed, all of which Whittaker claims were paid in full and in a timely fashion. (See Defendant's Exhibits 1-9). The evidence in the record indicates that Whittaker did in fact provide Haas with various accounting services, including incorporating World Class, mortgage preparation, and compilation of 1996 personal and business tax information. (See

Defendant's Exhibits 10-13). A bill in the amount of \$1,525.00 from Whittaker, Brannon & Associates (see Defendant's Exhibit 10) dated August 1, 1999, was sent to Haas for these services substantially after they were performed, but the work was clearly done and not controverted at trial. There is no evidence that the \$1,525.00 in accounting services has either been paid by Haas or deducted from any check sent by Whittaker to Haas. Whittaker passed away in October 1997, leaving Brannon with the responsibility of paying the bills. The last invoice she received was in October 1997, for which she paid. (See Defendant's Exhibit 9).

Sometime after October 1997, Brannon received an invoice numbered 131 from World Class (hereinafter "Invoice 131") stating that Whittaker owed a total of \$2,195.00 for completed work. (See Plaintiff's Exhibit 1). It is unclear when this bill was sent because the date on Invoice 131 is April 1, 1996, but provide thereon that it is "late after" November 1, 1997. Haas testified that the bill was for annual services for 1996 and 1997 rather than the other services billed to Whittaker separately. He also testified that he initially sent the invoice in April 1996, but it was not paid. Additionally, there is a letter dated March 2, 1998 to Brannon stating Invoice 131 was enclosed and that she should deduct the cost of doing his tax returns. (See Plaintiff's Exhibit 2). Brannon testified she has seen the invoice, but did not receive the letter. Haas claims that he is still owed \$2,195.00 for completed work, while Brannon disputes the bill, claiming that he has already been compensated. Further, Brannon claims that even if Invoice 131 is a legitimate bill, the accounting services provided by Whittaker should be deducted.

From a close analysis of the invoices sent to and paid by Whittaker throughout 1996 and 1997, when compared to Invoice 131, there appears to be "double-billing." The

documents in the record make clear that Whittaker has already paid for some of the services that are on Invoice 131. Specifically, listed on Invoice 131 are charges for 1996 and 1997 Professional Grounds Care at a rate of \$595.00 per year. However, Whittaker paid for Professional Grounds Care in April and May of 1996 at a rate of \$53.50 for a total of \$107.00. (See Defendant's Exhibits 1 and 2). Whittaker also paid for Professional Grounds care in July, August, and October of 1997 at a rate of \$55.00 for a total of \$165.00. (See Defendant's Exhibits 7-9). Brannon will receive credit for these payments totaling \$272.00.

Similarly, Invoice 131 lists charges for partial repair of turf area in 1996 and 1997, which includes dethatch, slit seed, top seed, fertilize, and weed control, resulting in a total charge of \$450.00. Additionally, there is a charge of \$195.00 for a Seasonal Fertilizing Package. From the various invoices sent to Whittaker from 1996 and 1997, it indicates he was charged and paid for many of these specific services. Defendant's Exhibit 3 lists "fertilize lawn area" at \$40.00; Defendant's Exhibit 4 lists "dethatched lawn," "application of weed preventer," "fertilize lawn," and "top seed lawn" for a total of \$160.00; Defendant's Exhibit 5 lists "reseed and fertilize" and "fertilize" for a total of \$168.40; and finally Defendant's Exhibit 6 lists "weed and spray beds" at \$35.00. All of these totals \$403.40 for which Brannon is entitled to receive credit.

Next, Invoice 131 lists charges for Spring Clean-Up totaling \$975.00. However, Defendant's Exhibit 1 reveals that Whittaker paid \$356.75 toward Spring Clean-Up in 1996. Finally, there is a charge of \$105.00 for Leaf Clean-Up on Invoice 131. Defendant's Exhibit 6 shows Whittaker paid \$75.00 for leaf clean-up in October and

November of 1996. Brannon is entitled to receive credit for these payments which equal \$431.75.

It is clear from the evidence that Whittaker paid for services billed in Invoice 131. Haas claims that Invoice 131 is a charge for annual services, and that the invoices paid by Whittaker were for additional services outside that annual agreement. This argument is not supported by the record, nor do I find convincing by testimony. There are other, separate services that Whittaker paid for that are not listed on Invoice 131 such as mulching and installation of railroad ties. (See Defendant's Exhibits 3 and 6). Only these may be considered separately from Invoice 131. Whittaker paid a total amount of \$1,107.15 to be deducted from Invoice 131, leaving Brannon owing \$1,807.85. However, the evidence indicates certain accounting service were in fact performed and not paid and/or deducted. Therefore, \$1,525.00 will be deducted from \$1,807.85, resulting in a \$282.85 difference.

Accordingly, I find on the principle claim for Plaintiff Haas in the amount of \$1,807.85. On the counterclaim, I find for Defendant Brannon in the amount of \$1,525.00. Offsetting these amounts, I find and enter judgment for Haas in the amount of \$282.85, cost and post judgment interest at the legal rate.

SO ORDERED this 31st day of January, 2002

Alex J. Smalls
Chief Judge