

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UGI ENERGY SERVICES, INC. : CIVIL ACTION
v. :
REALTY MANAGEMENT ASSOCIATES, INC. : NO. 05-4824

MEMORANDUM AND ORDER

Presently before this Court is a Motion to Dismiss, pursuant to F.R. Civ. P. 12(b)(6) and 12(b)(7), filed by Defendant Realty Management Associates (“Realty”). In this contract dispute, Defendant argues it entered into the contract not on its own behalf, but as an agent for disclosed principals and therefore cannot be held liable for an alleged breach of contract by those principals. Plaintiff counters that the purported principals were not properly “disclosed” as required.

It is a well established principle that under Pennsylvania law, an agent for a fully disclosed principal cannot be liable for a contract entered into for such fully disclosed principal. Estate of Duran, 629 A.2d 176 (Pa. Super. 1997). However, for an agent to be absolved from liability, the principals must be clearly disclosed in the contract as the one for whose benefit it is made. Marano v. Granata, 24 A.2d 148, 150 (Pa. Super. 1942).

The Court has examined the contract, specifically the signature blocks underwhich it says “President, RMA, Inc. as Agent for Entities Listed in Attachment 1-A,” as well as Attachment 1-A itself, which lists the entities for which Defendant purportedly acted as agent. It appears that some of the entities asserted as principals are clearly identified, for which the Defendant would be absolved of liability. However, other entities on Attachment 1-A appear to be the Defendant Realty Management Associates itself, and finally, certain other designees such as “Center City

Housing (19 Penna),” are not clearly identified.

In light of these ambiguities, the Court cannot rule on the Defendant's Motion to Dismiss until the Plaintiff specifies those parties listed on Attachment 1-A which are sufficiently, and which are insufficiently, identified. Plaintiff may need some discovery on this issue as to those entities which are insufficiently identified. As to the adequately disclosed principals, the Court expects Plaintiff to name them as Defendants, as Realty, as agent, is not liable. Accordingly, on this day of January 2006, it is hereby ORDERED that the Plaintiff shall, within thirty (30) days, either file an Amended Complaint, naming the identified, disclosed principals as additional defendants, or supplement its response to the Motion to Dismiss.

BY THE COURT:

/s/ Michael M. Baylson

Michael M. Baylson, U.S.D.J.