

# MARKS & WEINBERG, P.C.

## **Fidelity Leasing v. Metavec Corp.** 1999 WL 269933 (E.D. Pa. 1999)

Fidelity leased copying equipment to Metavec that was used in its facility in Huntsville, Alabama. The leases were arranged through JT Ray, a company that Metavec alleges acted as Fidelity's agent and agreed that Metavec could cancel the lease upon reasonable notice, if the equipment failed to perform. Although the leases did not contain the cancellation provision, Metavec signed the leases claiming that it did not notice the absence of the cancellation clauses. When Metavec believed the copying equipment failed to perform it notified JT Ray that it was canceling the leases, and the equipment was removed from Metavec's facility. Fidelity brought suit to recover the remaining lease payments.

The case was brought in the eastern district of Pennsylvania because Fidelity was a Pennsylvania Corporation with its principal place of business in Pennsylvania. Metavec moved to have the case transferred to the northern District of Alabama based on the doctrine of forum non conveniens. The court held that although the plaintiff's choice of venue is entitled to significant weight, it was outweighed by the defendant establishing that the convenience of the parties and witnesses and the public interest were better served by transferring the case to Alabama.



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