MAINE SUPREME JUDICIAL COURT

Reporter of Decisions
Decision No. Mem 12-135
Docket No. Was-12-93

VAUGHN POTTLE

v.

JOHN WATSON et al.

Submitted on Briefs October 10, 2012
Decided November 1, 2012

Panel: SAUFLEY, C.J., and ALEXANDER, LEVY, SILVER, MEAD, and JABAR, JJ.

MEMORANDUM OF DECISION

John Watson and John Stetson, doing business as Stetson & Watson, appeal from an order of the District Court (Calais, *Romei, J.*) denying their motion for summary judgment seeking to dismiss the complaint of Vaughn Pottle, doing business as Pottle's Masonry, as subject to mandatory arbitration and thus beyond the jurisdiction of the District Court. Stetson & Watson also appeal, and Pottle cross-appeals, from a later judgment of the District Court (Calais, *Cuddy, J.*) in favor of Stetson & Watson on Pottle's claim of breach of contract, and in favor of Pottle on his claim of unjust enrichment. Contrary to Stetson & Watson's contention, the arbitrability of a dispute may be determined only on an application to compel or stay arbitration under 14 M.R.S. § 5928(1)-(2) (2011), or on an application to vacate an arbitral award under 14 M.R.S. § 5938(1)(E) (2011). *J.M. Huber Corp. v. Main-Erbauer, Inc.*, 493 A.2d 1048, 1050 (Me. 1985). At the time of its motion for summary judgment, Stetson & Watson could have filed such an application in the Superior Court. 14 M.R.S. §§ 5928(3), 5943-5944 (2006).[1] Moreover, the District Court did not clearly err in finding that no enforceable

[1] The Uniform Arbitration Act, 14 M.R.S. §§ 5927-5949, has since been amended to grant the District Court jurisdiction over such applications. P.L. 2011, ch. 80, §§ 3-6 (effective Sept. 28, 2011) (codified at 4 M.R.S. § 152(5)(S) (2011); 14 M.R.S. §§ 5928(3), 5943-5944 (2011)).

contract existed between the parties due to a mutual mistake of fact. *See Interstate Indus. Unif. Rental Serv., Inc. v. Couri Pontiac, Inc.*, 355 A.2d 913, 918 (Me. 1976). Noting the measure of damages used by the court and supported by the record, we also affirm on alternate grounds the District Court's award of damages to Pottle, as an award in quantum meruit. *See Forrest Assocs. v. Passamaquoddy Tribe*, 2000 ME 195, ¶ 11, 760 A.2d 1041 (setting forth elements of quantum meruit claim); *Paffhausen v. Balano*, 1998 ME 47, ¶ 7, 708 A.2d 269 (discussing measure of recovery in quantum meruit); *see also In re David H.*, 2009 ME 131, ¶ 42, 985 A.2d 490 (indicating that an appellate court may affirm on grounds different than those upon which the trial court relied).

The entry is:

Judgment affirmed.

On the briefs:

Gregory P. Dorr, Esq., and Roger L. Huber, Esq., Farrell, Rosenblatt & Russell, Bangor, for appellants John Watson and John Stetson

Donald F. Brown, Esq., Brewer, for appellee Vaughn Pottle

Calais District Court docket number CV-2006-35
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