

PAUL MICHAUD

v.

JOHN NAULT et al.

Argued November 8, 2012
Decided December 4, 2012

Panel: ALEXANDER, LEVY, SILVER, MEAD, GORMAN, and JABAR, JJ.

MEMORANDUM OF DECISION

Paul Michaud appeals from a judgment entered in the Business and Consumer Docket (*Humphrey, C.J.*), in favor of John and Ann Nault and their lender, Androscoggin Savings Bank, denying Michaud's breach of contract claim. The court found that no contract existed between Michaud and the Naults governing the construction of a home that Michaud was working on for the Naults, but did find for Michaud under a theory of quantum meruit. Despite Michaud's contention, there is sufficient evidence in the record to support the court's finding that no contract existed. *See Smile, Inc. v. Moosehead Sanitary Dist.*, 649 A.2d 1103, 1105-06 (Me. 1994) (affirming a trial court's finding that no contract existed). Moreover, the trial court did not err in concluding that Michaud waived his right to bring a mechanic's lien action against Androscoggin Savings Bank by agreeing to an unambiguous term in a construction loan agreement. *See Richardson v. Winthrop Sch. Dep't*, 2009 ME 109, ¶ 11, 983 A.2d 400 (affirming a trial court's interpretation of an unambiguous contract term). Additionally, the court did not err in finding that the Naults did not violate a prompt payment provision of the Home Construction Contracts Act. *See* 10 M.R.S. § 1113(3)-(4) (2011); *see also Jenkins, Inc. v. Walsh Bros., Inc.*, 2001 ME 98, ¶¶ 23, 29, 776 A.2d 1229 (interpreting a prompt payment provision).

Finally, contrary to the Naults' contention on cross-appeal, the court did not err in concluding that although Michaud violated the Home Construction Contracts Act, 10 M.R.S. §§ 1487, 1490 (2011), he did not engage in an unfair or deceptive act or practice in violation of the Maine Unfair Trade Practices Act, 5 M.R.S. §§ 205-A to 214 (2011). *See State v. Weinschenk*, 2005 ME 28, ¶¶ 15-17, 868 A.2d 200 (defining unfair or deceptive acts or practices).

The entry is:

Judgment affirmed.

On the briefs:

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Justin W. Leary, Esq., Leary & DeTroy, Auburn, for appellees Ann Nault and John Nault

James E. Belleau, Esq., and Adam R. Lee, Esq., Skelton, Taintor & Abbott, Auburn, for appellee Androscoggin Savings Bank

At oral argument:

Jon A. Languet, Esq., for appellant Paul Michaud

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