

SCOTT T. KNISELY et al.

v.

C.A. CONSTRUCTION, INC.

Submitted on Briefs November 28, 2012

Decided December 4, 2012

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

MEMORANDUM OF DECISION

Scott T. and Deneen Knisely appeal from a judgment of the District Court (Ellsworth, *A. Murray, J.*). Contrary to the Kniselys' contentions, the court did not err, as a matter of fact or law, in concluding that a lack of mutual assent precluded the formation of a contract between the Kniselys and C.A. Construction, Inc. *See Pepperell Trust Co. v. Mountain Heir Fin. Corp.*, 1998 ME 46, ¶¶ 13-14, 708 A.2d 651; *Clark v. Stetson*, 115 Me. 72, 76-77, 97 A. 273 (1916).

Nor did the court err by concluding that there was no "home construction contract," either express or implied, within the meaning of the Home Construction Contract Act, 10 M.R.S. §§ 1486-1490 (2011). There was no express contract, and the services that formed the basis of the implied contract found by the court related to the design work for the house, not to the physical building, remodeling, or repair necessary to constitute a "home construction contract" within the meaning of the Act. *See* 10 M.R.S. § 1486(4).

The entry is:

Judgment affirmed.

On the briefs:

Edmond J. Bearor, Esq., and Colin E. Howard, Esq., Rudman Winchell, Bangor, for appellants Scott T. Knisely and Deneen Knisely

Christopher R. Largay, Esq., Largay Law Offices, P.A., Bangor, for appellee C.A. Construction, Inc.