

MARTIN SCHINDLER

v.

DEBORAH NILSEN

Submitted on Briefs December 13, 2002
Decided December 18, 2002

Panel: SAUFLEY, C.J., and CLIFFORD, RUDMAN, DANA, ALEXANDER,
CALKINS, and LEVY, JJ.

MEMORANDUM OF DECISION

Deborah Nilsen appeals from a judgment of the Superior Court (Cumberland County, *Cole, J.*) finding, after a bench trial, that Nilsen owed Schindler \$12,497.82, with 18% simple interest computed from May 20, 1998, to present, for legal services rendered by Schindler to Nilsen in connection with her divorce. Nilsen argues that the Court erred by not finding that the statute of limitations barred Schindler's action for breach of contract. Nilsen also argues that the Superior Court's denial of her motion for findings of fact and conclusions of law constituted an abuse of discretion under M.R. Civ. P. 52(a).

The Superior Court properly determined that Nilsen's statute of limitations defense had been waived and was not tried by consent. *Schindler v. Nilsen*, 2001 ME 58, ¶ 17 n.7, 770 A.2d 638, 644 n.7; *Bernier v. Merrill Air Engineers*, 2001 ME 17, ¶ 24, 770 A.2d 97, 105. The court's findings, stated on the record, supplemented by its written decision were sufficient to articulate the basis for its judgment. Therefore, no further findings were required. M.R. Civ. P. 52(a).

The entry is:

Judgment affirmed.

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