

PJM BUILDERS, INC.

v.

MAINE-WIDE CONSTRUCTION, INC.

Submitted on Briefs September 16, 2005  
Decided September 21, 2005

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

#### MEMORANDUM OF DECISION

PJM Builders, Inc. appeals from a judgment entered in the Superior Court (Kennebec, *Marden, J.*) affirming a District Court judgment (Augusta, *French, J.*) in favor of Maine-Wide Construction, Inc. in this small claims action. PJM claims that the District Court erred in finding that a valid contract existed between the parties and, as a result, failed to consider its quantum meruit claim or the prompt payment statute, 10 M.R.S.A. §§ 1111-1120 (1997 & Supp. 2004). The small claims hearing was not recorded, and no request for further findings of fact was made. PJM's attempt to submit a statement in lieu of a transcript failed because it

did not submit it to the court for settlement and approval and otherwise comply with M.R.S.C.P. 11(d)(3), M.R. Civ. P. 76F(c). In the absence of a transcript or a statement of the evidence, we must assume that there was sufficient evidence to support the District Court's finding that a valid contract existed. *Alley v. Alley*, 2002 ME 162, ¶ 2, 809 A.2d 1262, 1262. Thus, the court did not err by failing to consider PJM's quantum meruit claim or the prompt payment statute.

The entry is:

Judgment affirmed.

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