

DISCOVER BANK

v.

LUCIEN P. LEJA

Submitted on Briefs October 20, 2006

Decided October 31, 2006

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

## MEMORANDUM OF DECISION

Lucien P. Leja appeals from a judgment entered in District Court (Portland, *Eggert, J.*) in favor of Discover Bank for the amount of \$5096.65, plus interest and costs. Contrary to Leja's contentions, a contractual relationship does exist between a bank and an individual who uses the bank's credit card. *See* 2A DEBTOR-CREDITOR LAW, § 21.12(1) (Theodore Eisenberg ed., 2005). Because Leja did not procure a transcript of the trial, we assume that there was sufficient evidence to support the trial court's findings and judgment. *In re Cyr*, 2005 ME 61, ¶ 17, 873 A.2d 355, 361. Even without the transcript, the exhibits admitted at trial are

sufficient to support the trial court's judgment in favor of the Bank. *See City of Bangor v. Diva's, Inc.*, 2003 ME 51, ¶ 7, 830 A.2d 898, 901.

The entry is:

Judgment affirmed.

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