

RIPLEY & FLETCHER CO.

v.

DANIEL A. LYONS

Submitted on Briefs June 13, 2007
Decided August 7, 2007

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

MEMORANDUM OF DECISION

Daniel A. Lyons appeals a judgment entered in the District Court (South Paris, *McElwee, J.*) after a bench trial, finding Lyons liable for breach of contract in the purchase of an automobile from Ripley & Fletcher Co. Contrary to Lyons's contention, the trial court did not abuse its discretion by prohibiting him from offering a witness at trial. *State v. Allen*, 2006 ME 20, ¶ 12, 892 A.2d 447, 451; *In re Misty B.*, 2000 ME 67, ¶ 9, 749 A.2d 754, 757. The trial court did not abuse its discretion when it sanctioned Lyons for failing to provide a list of witnesses in

response to the court's scheduling order. *See* M.R. Civ. P. 16A; *Allen*, 2006 ME 20, ¶ 14, 892 A.2d at 452.

We reject Lyons's contention that there is insufficient evidence to support the court's judgment. In the absence of a transcript of the proceedings below, we must assume that the record supports the trial court's findings and evidentiary rulings. *Putnam v. Albee*, 1999 ME 44, ¶ 10, 726 A.2d 217, 220.

The entry is:

Judgment affirmed.

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