

CLARK'S CARS & PARTS, INC., et al.

v.

EDWARD McFARLAND

Submitted on Briefs October 14, 2009

Decided October 15, 2009

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

MEMORANDUM OF DECISION

Edward McFarland appeals from a judgment on the pleadings entered by the District Court (Augusta, *Vafiades, J.*) on a complaint filed by Clark's Cars & Parts, Inc., and John A. Clark III for breach of contract, and from the final judgment for damages of \$29,676.75 entered by the court (*Jabar, J.*) after a nonjury trial. Contrary to McFarland's contentions, the admitted facts alleged in the complaint establish the existence of a contract as a matter of law, *see* M.R. Civ. P. 12(c); *MacKerron v. MacKerron*, 571 A.2d 810, 813 (Me. 1990); *Sullivan v. Porter*, 2004 ME 134, ¶ 13, 861 A.2d 625, 631, and there was no error in the calculation of damages, *see Carter v. Williams*, 2002 ME 50, ¶ 27, 792 A.2d 1093, 1100.

The entry is:

Judgment affirmed.

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Augusta District Court docket number CV-2005-330
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