

BRUCE SARGENT et al.

v.

JENNIFER C. SCRIBNER-MASON et al.

Argued February 10, 2009

Decided March 26, 2009

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

#### MEMORANDUM OF DECISION

Jennifer C. Scribner-Mason and her limited liability company, Frontier Land Holdings, appeal, and Bruce Sargent and his limited liability companies, Sargent Holdings and Sargent Gravel, cross-appeal, from a judgment of the Superior Court (Cumberland County, *Crowley, J.*) after a jury-waived trial concluding that Frontier breached its contracts with Sargent Holdings and Sargent Gravel, and that Frontier was liable for conversion of Sargent's property. Contrary to Scribner-Mason's contention asserted in her appeal, the court did not err by declining to credit Frontier for \$183,612.78 worth of equipment it claims it purchased for Sargent Gravel and by entering judgment in Sargent's favor. The judgment of the court was entered following a multi-day trial where both sides submitted numerous exhibits. The court found that Frontier failed to maintain accurate records, and it was not compelled to find that Frontier demonstrated its entitlement to a credit for the purchase of equipment. *Spencer v. Spencer*, 1998 ME 252, ¶ 10, 720 A.2d 1159, 1162; *Cannan v. Bob Chambers Ford*, 432 A.2d 387, 390 (Me. 1981).

Contrary to Sargent's contentions asserted in his cross-appeal, the court neither erred nor acted beyond its discretion when it admitted Scribner-Mason's accounting and her related testimony because Scribner-Mason did not testify as an

expert, and her testimony therefore did not need to meet the “threshold level of reliability” for expert testimony. *In re Sarah C.*, 2004 ME 152, ¶ 11, 864 A.2d 162, 165; *see also Dionne v. LeClerc*, 2006 ME 34, ¶ 13, 896 A.2d 923, 929; *Ginn v. Penobscot Co.*, 334 A.2d 874, 886 (Me. 1975) (stating that a tradesperson is competent to offer her opinion of the market value of her services). Moreover, the court did not err when it found that Frontier did not assign its contracts to Scribner-Mason personally. The evidence does not compel a conclusion that Scribner-Mason intended to assign the contracts, and there is evidence that Scribner-Mason was acting in her role as sole proprietor of Frontier. *See Sturtevant v. Town of Winthrop*, 1999 ME 84, ¶¶ 10-11, 732 A.2d 264, 267; *Herzog v. Irace*, 594 A.2d 1106, 1108 (Me. 1991).

Finally, contrary to Sargent’s contention, the court did not err by declining to award attorney fees to Sargent because the court’s finding that the contract required a written notice of default prior to indemnification was a plausible interpretation of the contract language that does not compel a contrary conclusion, and to which we must therefore defer. *Reliance Nat’l Indem. v. Knowles Indus. Servs., Corp.*, 2005 ME 29, ¶ 24, 868 A.2d 220, 228; *see also Rand v. Bath Iron Works Corp.*, 2003 ME 122, ¶ 10, 832 A.2d 771, 773.

The entry is:

Judgment affirmed.

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