

JOHN HOUGHTON

v.

KENNETH E. KOENKE et al.

Submitted On Briefs February 25, 2010
Decided March 4, 2010

Panel: ALEXANDER, LEVY, SILVER, MEAD, GORMAN, and JABAR, JJ.

MEMORANDUM OF DECISION

Kenneth E. and Judith R. Koenke appeal from a judgment entered in the Superior Court (Cumberland County, *Delahanty, J.*) following a bench trial awarding John Houghton damages, interest, and attorney fees for breach of a construction contract and pursuant to Maine's prompt payment statute, 10 M.R.S. §§ 1111-1120 (2009).

Contrary to the Koenkes' claims, the court did not err by concluding that the contract was not subject to Maine's home construction contracts statute, 10 M.R.S. §§ 1486-1490 (2009), because the contract was primarily for the construction of a commercial dental office and not a residence. Moreover, the Koenkes' contention that they had good faith claims for withholding payments from Houghton is unavailing because, in the absence of a Rule 52(a) motion seeking additional findings of fact, we will infer that the Superior Court made all the necessary findings of fact to support its judgment, if those findings are supported by evidence in the record. *See* M.R. Civ. P. 52(a); *see also Lyons v. Baptist Sch. of Christian Training*, 2002 ME 137, ¶ 13, 804 A.2d 364, 369. The record would support a finding that the payments were not withheld in good faith.

The entry is:

Judgment affirmed.

Kenneth E. Koenke and Judith R. Koenke, pro se:

Kenneth Koenke
Judith Koenke
37 Bow Street
Freeport, Maine 04032

Attorney for John Houghton:

Martica S. Douglas, Esq.
Douglas, Denham, Buccina & Ernst
103 Exchange Street
P.O. Box 7108
Portland, Maine 04112-7108

Cumberland County Superior Court docket number RE-2007-226
FOR CLERK REFERENCE ONLY