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L, S & L BETHANY, INC. v. MALCOLM W. BALDWIN
(AC 19355)

Landau, Hennessy and Zarella, Js.

Argued April 26—officially released August 8, 2000

Counsel

Max F. Brunswick, for the appellant (plaintiff).

Richard M. Shapiro, for the appellee (defendant).

Opinion

PER CURIAM. In this action for breach of contract for the alleged overpayment of a mortgage note, the plaintiff, L, S & L Bethany, Inc., appeals from a summary judgment rendered in favor of the defendant, Malcolm W. Baldwin. The plaintiff claims that the defendant accepted a check for the payment of the mortgage with a notation written on it reserving the plaintiff’s right to bring an action disputing the amount of the debt. The trial court granted summary judgment on the theory of res judicata. A previous action between these parties resolved the issue of the amount the plaintiff owed on the mortgage note. The plaintiff claims, however, that it is not precluded from challenging the debt because of the notation written on the check.

“It is the responsibility of the appellant to provide an adequate record for review.” Practice Book § 61-10. In this case, the record is inadequate for review because we have not been provided with either a written memorandum of decision or a transcribed copy of an oral decision signed by the trial court. See Practice Book § 64-1. Moreover, the record does not contain the check on which the plaintiff bases its case, nor does the record contain any affidavit from the plaintiff regarding the facts in dispute. Accordingly, we conclude that the plaintiff’s claim is not reviewable. See *Dime Savings Bank of New York, FSB v. Saucier*, 48 Conn. App. 709, 710, 709 A.2d 610 (1998); *Chase Manhattan Bank/City Trust v. AECO Elevator Co.*, 48 Conn. App. 605, 607–609, 710 A.2d 190 (1998).

The judgment is affirmed.
