

STATE OF MAINE
CUMBERLAND, ss

CLERK OF SUPERIOR COURT
CIVIL ACTION
DOCKET NO. RE-09-118

RIVERWOOD BUILDERS, INC.,
Plaintiff

2009 OCT 14 AM 11:34

v.

ORDER ON PLAINTIFF'S
MOTION FOR SUMMARY
JUDGMENT

BRIDGTON GENERAL STORE, LLC,
Defendant

Before the court is Plaintiff Riverwood Builders Inc.'s (Riverwood) Motion for Summary Judgment. Riverwood alleges that Defendant, Bridgton General Stores, LLC (BGS), breached its contract and owes Riverwood \$25,031 plus litigation costs for services performed at 270 Main Street in Bridgton, Maine.

Summary judgment should be granted if there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. M.R. Civ. P. 56(c). In considering a motion for summary judgment, the court should consider the facts in the light most favorable to the non-moving party, and the court is required to consider only the portions of the record referred to and the material facts set forth in the parties' Rule 56(h) statements. *E.g., Johnson v. McNeil*, 2002 ME 99, ¶ 8, 800 A.2d 702, 704. A contested fact is "material" if it could potentially affect the outcome of the suit under the governing law. *Inkel v. Livingston*, 2005 ME 42, ¶ 4, 869 A.2d 745, 747. A fact is "genuine" if there is sufficient evidence supporting the claimed fact to require a fact-finder to choose between competing versions of facts at trial. *Id*

Genuine issues of material fact exist, precluding the court from granting this motion. It appears that Riverwood entered into a contract to repair structural damage to the property in Bridgton, Maine. However, no contract

signed by or on behalf of the Defendant has been provided and the court cannot determine whether the "quote," which was provided was accepted.


Additionally, the court is not able to determine if the work was to be performed on the residential portion of the property, the commercial portion of the property, or both.

Additional factual disputes preclude summary judgment: 1) the amount of work Riverwood performed pursuant to a clause in the underlying "quote," which states: "Any additional damage to support structure that becomes evident upon demolition will be discussed with client and contracted separately;" and 2) whether the contracting party was aware that Riverwood was performing additional work at 270 Main Street. Without a fully executed contract and without further information this court cannot grant Riverwood's Motion for Summary Judgment.

Therefore, the entry is:

Plaintiff's Motion for Summary Judgment is DENIED.

Dated at Portland, Maine this 14th day of October, 2009.



Robert E. Crowley
Justice, Superior Court

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