

SUPREME COURT OF RHODE ISLAND

A. Salvati Masonry Inc. v. Michael Andreozzi et al.

151 A.3d 745 (R.I. 2017) · No. No. 2016-39-Appeal (KM 13-1278); No. 2016-131-Appeal (KC 14-773) ·

Decided January 6, 2017

SUMMARY

The Rhode Island Supreme Court affirmed a Superior Court judgment for Michael and Amy Andreozzi in a payment dispute concerning masonry and backyard patio work. The court held that the plaintiff failed to prove by a preponderance of the evidence which work fell outside the original subcontract and remained unpaid, and it deferred to the trial justice's credibility determinations. The court also deemed inadequately developed arguments concerning book account, goods and services rendered, quantum meruit, unjust enrichment, and a mechanic's lien waived.

CASE DETAILS

COURT	Supreme Court of Rhode Island
WRITING FOR THE COURT	Associate Justice Gilbert V. Indeglia; Chief Justice Suttell; Justice Goldberg; Justice Flaherty; Justice Robinson; Justice Indeglia
JURISDICTION	Rhode Island
DECIDED	January 6, 2017
DOCKET	No. 2016-39-Appeal (KM 13-1278); No. 2016-131-Appeal (KC 14-773)
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed from a Superior Court judgment entered for defendants after a nonjury trial, rejecting plaintiff's mechanic's-lien, book-account, goods-and-services-rendered, quantum-meruit, and related claims arising from unpaid masonry work.
STANDARD OF REVIEW	In reviewing a nonjury trial, the Supreme Court will not disturb factual findings unless they are clearly erroneous or the trial justice misconceived or overlooked material evidence; it will not substitute its view of the evidence when competent evidence supports the findings. Questions of law are reviewed de novo.
PRECEDENTIAL VALUE	Published Rhode Island Supreme Court opinion; precedential.
PARTIES	A. Salvati Masonry Inc. v. Michael Andreozzi, Amy Andreozzi

TOPICS

construction law

commercial litigation

appellate procedure

standard of review

preservation of error

PRACTICE AREAS

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remedies

QUESTIONS PRESENTED

1. Whether the trial justice clearly erred or misconceived or overlooked material evidence in finding that the Andreozzis did not owe Salvati money for patio construction outside the original Pariseault subcontract.
2. Whether Salvati adequately developed its arguments concerning its book-account, goods-and-services-rendered, quantum-meruit, unjust-enrichment, and mechanic's-lien claims, or waived those arguments under Rhode Island's raise-or-waive rule.

HOLDINGS

1. The trial justice did not clearly err or misconceive or overlook material evidence in finding that Salvati failed to prove that the Andreozzis owed it money for patio construction outside the original subcontract.
2. Salvati waived its arguments concerning its book-account, quantum-meruit, unjust-enrichment, and mechanic's-lien claims by failing to provide meaningful appellate development or identify specific error.

KEY QUOTATIONS

“When a trial justice presides over a nonjury trial, Rule 52(a) of the Superior Court Rules of Civil Procedure requires that he or she ‘find the facts specially and state separately [his or her] conclusions of law thereon.’” (at 749)

*“It is well-established that we ‘accord a great deal of respect to the factual determinations and credibility assessments made by the judicial officer * * * who has had an opportunity to appraise witness demeanor and to take into account other realities that cannot be grasped from a reading of a cold record.’”* (at 750)

“It is precisely these types of credibility findings with which this Court is [loath] to interfere.” (at 751)

FACTUAL BACKGROUND

The Andreozzis hired Pariseault Builders as general contractor for construction of their home and property, and Pariseault subcontracted masonry work to A. Salvati Masonry. The dispute concerned whether Salvati's second masonry bid, valued at \$88,845, included construction of a backyard patio and whether Salvati had been paid for that work through the original subcontract. Salvati claimed the patio work and other work remained unpaid, while the defendants contended that the relevant work was included in the subcontract or otherwise had been paid. The trial justice found insufficient credible evidence to distinguish work within the original subcontract from work performed directly at the defendants' request or to establish an unpaid amount.

PROCEDURAL HISTORY

The consolidated appeals arose from two Superior Court actions: one seeking enforcement of a mechanic's lien and the other seeking recovery for goods and services rendered and on book account. After a bench trial, the trial justice issued a written decision rejecting both claims on July 24, 2015, and judgment entered for the Andreozzis on September 11, 2015. Salvati appealed on September 28, 2015. The Rhode Island Supreme Court ordered the parties to show cause why the appeals should not be summarily decided and, after considering the memoranda and oral argument, affirmed.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

No remand instructions; the record may be returned to the Superior Court.

CASES CITED

- South County Post & Beam, Inc. v. McMahon, 116 A.3d 204, 210 (R.I. 2015)
- JPL Livery Services, Inc. v. Rhode Island Department of Administration, 88 A.3d 1134, 1141-1142 (R.I. 2014)
- State v. Van Dongen, 132 A.3d 1070, 1076 (R.I. 2016)
- State v. Erminelli, 991 A.2d 1064, 1069 (R.I. 2010)
- Gregoire v. Baird Properties, LLC, 138 A.3d 182, 193 (R.I. 2016)
- In re Jake G., 126 A.3d 450, 458 (R.I. 2015)
- Bucci v. Hurd Buick Pontiac GMC Truck, LLC, 85 A.3d 1160, 1170 (R.I. 2014)