

SUPREME COURT OF RHODE ISLAND

Almesallmy v. Lapinski

981 A.2d 1025 (R.I. 2009) · No. No. 2005-182-Appeal · Decided October 29, 2009

SUMMARY

The Supreme Court of Rhode Island affirmed a Superior Court judgment denying Mohammed Almesallmy's breach-of-contract claim arising from automobile repairs and awarding John Lapinski damages on counterclaims. The court held that Almesallmy waived appellate review of his contract claim by initiating the matter as a small-claims action, but could appeal the judgment on Lapinski's counterclaims. It upheld the findings that Almesallmy breached the contract by stopping payment on the \$200 check without justification and that Lapinski was entitled to statutory and bank-fee damages.

CASE DETAILS

COURT	Supreme Court of Rhode Island
JURISDICTION	Rhode Island
DECIDED	October 29, 2009
DOCKET	No. 2005-182-Appeal
DISPOSITION	affirmed
PROCEDURAL POSTURE	Pro se appeal from a Superior Court judgment denying the plaintiff's breach-of-contract claim and granting the defendant's counterclaims for breach of contract and statutory damages arising from a dishonored check.
STANDARD OF REVIEW	In a nonjury civil trial, factual findings are given great weight and will not be disturbed unless clearly wrong or unless the trial justice overlooked or misconceived material evidence on a controlling issue. Credibility determinations are reviewed under the same clearly-wrong standard.
PRECEDENTIAL VALUE	Published Rhode Island Supreme Court opinion
PARTIES	Mohammed Almesallmy v. John Lapinski

TOPICS

- breach of contract
- appellate procedure
- standard of review
- damages
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Almesallmy could appeal the adverse judgment on his own breach-of-contract claim after initiating the matter as a small-claims action.
2. Whether the Superior Court's findings that a contract existed, Lapinski performed without breaching, and Almesallmy breached by stopping payment were clearly wrong or based on overlooked material evidence.
3. Whether Lapinski was entitled to statutory damages under Rhode Island General Laws § 6-42-3 for Almesallmy's dishonored check.

HOLDINGS

1. By filing a small-claims action in District Court, Almesallmy waived the right to appeal an adverse judgment on his own breach-of-contract claim.
2. The Supreme Court could review the \$757.07 judgment on Lapinski's counterclaims because Almesallmy was a defendant on those claims.
3. The Superior Court's findings that a contract existed, Lapinski did not breach it, and Almesallmy breached by stopping payment without justifiable cause were not clearly wrong and did not overlook material evidence.
4. Lapinski was entitled to judgment under Rhode Island General Laws § 6-42-3 because Almesallmy dishonored the \$200 check without a justifiable reason.

KEY QUOTATIONS

“The findings of fact by a trial justice sitting without a jury are entitled to great weight and shall not be disturbed on appeal unless the record shows that the findings are clearly wrong or unless the trial justice overlooked or misconceived material evidence on a controlling issue.” (1026-27)

FACTUAL BACKGROUND

Almesallmy asked mechanic John Lapinski to install a starter in his car for \$200. After changing his instructions several times, Almesallmy accepted the completed work and paid by check, but then stopped payment after a dealership allegedly told him the starter was improperly installed. Lapinski never received the \$200, incurred bank fees, and pursued counterclaims for breach of contract and statutory damages based on the dishonored check.

PROCEDURAL HISTORY

Almesallmy initially brought a small-claims action in District Court seeking damages for alleged improper installation of a car starter. The District Court denied his claim, granted Lapinski's counterclaim, and entered judgment against Almesallmy. Almesallmy appealed to the Superior Court, which after trial again denied his claim and entered judgment for Lapinski in the amount of \$757.07. The Supreme Court affirmed, holding that

the plaintiff had waived appellate review of his own small-claims judgment but could appeal the judgment on the counterclaims because he was a defendant on those claims.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

The papers were remanded to the Superior Court following affirmance; no substantive modification or further proceedings were ordered.

CASES CITED

- Carpenter v. Hanslin, 900 A.2d 1136, 1141 (R.I. 2006)
- Burke-Tarr Co. v. Ferland Corp., 724 A.2d 1014, 1018 (R.I. 1999)

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