

SUPREME JUDICIAL COURT OF MAINE

Cummings v. Bean, 2004 ME 93

853 A.2d 221 (Me. 2004) · Decided July 23, 2004

SUMMARY

The Maine Supreme Judicial Court affirmed the denial of David Bean’s motion for relief from a judgment under Maine Rule of Civil Procedure 60(b)(4). The court held that quantum meruit is a legal claim for monetary damages rather than an equitable claim, and therefore the District Court had subject matter jurisdiction under 4 M.R.S.A. § 152(2).

CASE DETAILS

COURT	Supreme Judicial Court of Maine
WRITING FOR THE COURT	Levy, J.
JURISDICTION	Maine
DECIDED	July 23, 2004
DISPOSITION	affirmed
PROCEDURAL POSTURE	Bean appealed from the District Court's denial of his M.R. Civ. P. 60(b)(4) motion for relief from a judgment awarding Cummings money damages on a quantum meruit claim.
STANDARD OF REVIEW	Questions of law, including challenges to subject matter jurisdiction, are reviewed de novo. A Rule 60(b)(4) judgment is either valid or void and the motion is not subject to the court's discretion.
PRECEDENTIAL VALUE	Published precedential opinion of the Supreme Judicial Court of Maine
PARTIES	David Bean v. Richard Cummings Sr.

TOPICS

- subject matter jurisdiction
- civil procedure
- quantum meruit
- unjust enrichment
- contracts

PRACTICE AREAS

- civil procedure
- contracts
- construction law
- remedies

QUESTIONS PRESENTED

1. Whether the District Court had subject matter jurisdiction over Cummings's quantum meruit claim for money damages.
2. Whether the judgment was void and therefore subject to relief under M.R. Civ. P. 60(b)(4).

HOLDINGS

1. The District Court had subject matter jurisdiction because quantum meruit is a legal claim for monetary damages, not an equitable claim, and 4 M.R.S.A. § 152(2) grants the District Court original concurrent jurisdiction over civil actions seeking money damages when no equitable relief is demanded.
2. Relief under Rule 60(b)(4) was not warranted because the judgment was not void; the District Court had subject matter jurisdiction over the quantum meruit claim.

KEY QUOTATIONS

“Unlike the theory of unjust enrichment, which is firmly rooted in equity, quantum meruit is “an issue triable of right by a jury” and is, therefore, an action sounding in law, not equity.” (853 A.2d at 223)

“Because quantum meruit is a legal claim for monetary damages, the District Court had subject matter jurisdiction over Cummings’s claim pursuant to 4 M.R.S.A. § 152(2).” (853 A.2d at 224)

FACTUAL BACKGROUND

Richard Cummings, a contractor, orally agreed with David Bean in 2000 to perform substantial structural renovations to Bean's camp in Canton, Maine. The parties did not agree on a specific price and did not execute a written agreement, although Bean paid Cummings two \$10,000 installments. After Cummings advised Bean that completing the project would cost more than \$50,000 in addition to the amounts paid, Bean refused to pay the additional amount, and Cummings stopped work.

PROCEDURAL HISTORY

Cummings sued Bean in the District Court for money owed, unjust enrichment, quantum meruit, and violation of Maine's prompt-payment statute. The District Court awarded Cummings \$24,133.82 on quantum meruit, awarded Bean \$1,000 on a counterclaim based on Cummings's violation of the Home Construction Contracts Act, and denied Cummings relief on his unjust-enrichment theory. After the appeal period expired, Bean moved under Rule 60(b)(4), arguing that the judgment was void because the District Court lacked subject matter jurisdiction over quantum meruit claims. The District Court denied the motion, and the Supreme Judicial Court of Maine affirmed.

DISPOSITION

affirmed

CASES CITED

- Town of Carmel v. McSorley, 2002 ME 33, ¶ 5, 791 A.2d 102, 105
- Boyer v. Boyer, 1999 ME 128, ¶ 6, 736 A.2d 273, 275

- Bowden v. Grindle, 651 A.2d 347, 351 (Me. 1994)
- Paffhausen v. Balano, 1998 ME 47, ¶¶ 6-9 & n. 3, 708 A.2d 269, 271-72

OPINION

LEVY, J.

LEVY, J. [¶ 1] David Bean appeals from an order entered in the District Court (South Paris, Beliveau, J.) denying his motion for relief from judgment pursuant to M.R. Civ. P. 60(b)(4). The court had previously entered a judgment awarding Richard Cummings Sr. money damages against Bean on Cummings’s quantum meruit claim. Bean contends that the court erred by not granting his motion for relief from judgment because the court did not have subject matter jurisdiction to award quantum meruit relief, and therefore the judgment is void.

We conclude that the court had subject matter jurisdiction and affirm. I. BACKGROUND [¶ 2] Richard Cummings Sr. is an experienced contractor who entered into an oral agreement with David Bean in 2000 for Cummings to make substantial structural renovations to Bean’s camp in Canton, Maine. Cummings agreed to solidify the foundation, replace rotten wood, and install siding and insulation.

The parties did not agree on the specific cost of the renovations and never entered into a written agreement.¹ [¶ 3] Cummings began construction in June 2000, and Bean issued Cummings a check for \$10,000 in July for the work that Cummings had already performed. Bean issued Cummings another check for \$10,000 in August. Sometime around August 12, 2000, Cummings informed Bean that the cost of completing the job would amount to over \$50,000, in addition to the \$20,000 already paid.

Cummings continued to work on the project until September 8, 2000, when Bean informed Cummings that he would not pay the additional \$50,000. [¶ 4] Cummings filed a complaint in the District Court against Bean on January 7, 2002, asserting claims for the general collection of money owed, unjust enrichment, quantum meruit, and violation of the “prompt payment” statute, 10 M.R.S.A. § 1113 (1997).

Bean answered and counterclaimed, arguing that Cummings violated the Home Construction Contracts Act (HCCA), 10 M.R.S.A. §§ 1486-1490 (1997), and seeking attorney fees pursuant to the Unfair Trade Practices Act (UTPA), 5 M.R.S.A. §§ 205-A to 214 (2002). [¶ 5] The court entered judgment for Cummings in the amount of \$24,133.82 pursuant to his quantum meruit claim and entered judgment for Bean in the amount of \$1000 for Cummings’s violation of the HCCA.

The court concluded that Cummings did not use reasonable efforts to mitigate damages after August 12, 2000, when Bean informed him of Bean’s disapproval of the price, and that Cummings should not recover for any services or materials provided to Bean after that date.

The court also concluded that because there was a quasi-contractual relationship between the parties, Cummings was not entitled to relief on his alternate theory of unjust enrichment. [¶ 6] Bean did not appeal from the judgment. Instead, he filed a motion for relief from judgment pursuant to M.R. Civ. P. 60(b)(4) after the expiration of the appeal period, arguing that the court lacked subject matter jurisdiction over quantum meruit claims and that the judgment was void.

The court denied the motion, concluding that 4 M.R.S.A. § 152(2) (Supp. 2003) confers jurisdiction of quantum meruit claims on the District Court. This appeal followed. II. DISCUSSION [¶ 7] We review questions of law, such as a challenge to subject matter jurisdiction, de novo. *Town of Carmel v. McSorley*, 2002 ME 33, ¶ 5, 791 A.2d 102, 105. “A challenged judgment is either valid or void and thus a motion for relief pursuant to M.R.

Civ. P. 60(b)(4) is not subject to the discretion of the court.” *224 *Boyer v. Boyer*, 1999 ME 128, ¶ 6, 736 A.2d 273, 275. [¶ 8] Bean contends that quantum meruit is an equitable claim and that the court’s judgment awarding damages was void because there is no general grant of equity jurisdiction to the District Court and quantum meruit, unlike unjust enrichment, is not one of the specific grants of equity jurisdiction provided in 4 M.R.S.A. § 152(5).2 [¶ 9] Unlike the theory of unjust enrichment, which is firmly rooted in equity, quantum meruit is “an issue triable of right by a jury” and is, therefore, an action sounding in law, not equity.

Bowden v. Grindle, 651 A.2d 347, 351 (Me.1994); see also *Paffhausen v. Balano*, 1998 ME 47, ¶¶ 6-9 & n. 3, 708 A.2d 269, 271-72. As we noted in *Paffhausen*, a claim for relief pursuant to quantum meruit seeks “recovery for services or materials provided under an implied contract.” 1998 ME 47, ¶ 6, 708 A.2d at 271. Unjust enrichment, on the other hand, provides damages based on principles of equity, not contract, and awards the successful party the value of benefits conferred on another when no contract exists.

Id. [¶ 10] Cummings’s complaint sought monetary relief from Bean in the amount of \$49,375.04, which was the determined final cost of completing the construction project less the payments Bean already made. The court concluded that there was an implied contract between Cummings and Bean based upon its findings that the parties, through their actions, attempted to enter into a valid contract but failed by never effectuating a written contract.

The court also concluded that Cummings could not recover pursuant to his claim of unjust enrichment due to the presence of a quasi-contractual relationship. [¶ 11] Because quantum meruit is a legal claim for monetary damages, the District Court had subject matter jurisdiction over Cummings’s claim pursuant to 4 M.R.S.A. § 152(2).

The entry is: Judgment affirmed.. However, the parties understood that the cost would exceed \$1400. The Home Construction Contracts Act (HCCA), 10 M.R.S.A. §§ 1486-1490 (1997) provides in pertinent part that a “home construction contract for more than \$1,400 in materials or

labor must be in writing,” id. § 1487.. Title 4 M.R.S.A. § 152 (Supp.2003) provides in pertinent part that the District Court has jurisdiction in: 2.

Civil actions for money damages. Original jurisdiction, concurrent with that of the Superior Court, of all civil actions when no equitable relief is demanded, except those actions for which exclusive jurisdiction is vested in the Superior Court by statute; [[Image here]] 5. Other actions. Original jurisdiction, concurrent with that of the Superior Court, of the following types of actions, and in these actions the District Court may grant equitable relief: [[Image here]] J. Actions for relief in cases of fraud, duress, unjust enrichment, trust, accident or mistake; [and] [[Image here]] Q. Actions in which the equitable relief is sought through an equitable defense, a counterclaim, a cross-claim or other responsive pleading or reply permitted by the Maine Rules of Civil Procedure[.]

Id. § 152(2), (5)(J), (5)(Q).