

VERMONT SUPERIOR COURT, CIVIL DIVISION, WINDHAM UNIT

Payne-Meyer v. Tobey

Payne-Meyer · No. 23-SC-2640 · Decided February 4, 2026

SUMMARY

The Vermont Superior Court, Windham Unit, entered judgment for a landscaping contractor seeking the unpaid balance of an invoice. The court found that the parties had a contract for stonework and landscaping, that additional work increased the cost, and that the contractor substantially fulfilled the agreement. Judgment was entered for \$4,622.77, plus the filing fee.

CASE DETAILS

COURT	Vermont Superior Court, Civil Division, Windham Unit
WRITING FOR THE COURT	Mary Miles Teachout
JURISDICTION	Vermont Superior Court, Civil Division, Windham Unit
DECIDED	February 4, 2026
DOCKET	23-SC-2640
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought a small-claims contract action seeking the unpaid balance of an invoice for landscaping work. After a merits hearing, the court entered judgment for plaintiff.
STANDARD OF REVIEW	Bench-trial fact finding based on the credible evidence; no separate appellate standard of review was stated.
PRECEDENTIAL VALUE	unknown
PARTIES	Rodbard Payne-Meyer v. Deborah Tobey

TOPICS

- breach of contract
- construction law
- construction defects
- damages
- contracts

PRACTICE AREAS

- Contracts
- Construction law
- Remedies

QUESTIONS PRESENTED

1. Whether the parties formed a contract for the identified landscaping work at an estimated cost of \$13,000 to \$14,000.
2. Whether the additional work and materials increased the amount reasonably due under the contract.
3. Whether Payne-Meyer breached the contract by performing substandard or defective landscaping work.
4. Whether Payne-Meyer was entitled to recover the unpaid balance of the invoice.

HOLDINGS

1. Payne-Meyer fulfilled the terms of the landscaping contract and did not perform substandard work requiring repair or replacement.
2. The three undisputed additions to the project scope—an extended stone path, an additional low wall, and additional topsoil—justified the total charge of \$16,122.77.
3. Payne-Meyer was entitled to judgment for the unpaid balance of \$4,622.77, plus the filing fee.

KEY QUOTATIONS

“Defendant has not proved that Plaintiff failed to perform the contract, or that his work was substandard and requires redoing or repair to satisfy the requirements of the contract.” (at 3)

“Plaintiff is entitled to a judgment in that amount, plus the filing fee.” (at 4)

FACTUAL BACKGROUND

Payne-Meyer agreed to perform landscaping work for Tobey, including stone steps, walls, a patio, and a path, for an estimated cost of \$13,000 to \$14,000, and Tobey paid a \$6,500 deposit. Three additional items were agreed to during performance and increased the total bill to \$16,122.77. Tobey disputed the quality and scope of the work, including removal of a lilac, markings and a split stone in patio materials, buried stones, and soil quality, but she did not allow Payne-Meyer to return to address remaining issues. She paid \$11,500 total, leaving \$4,622.77 unpaid.

PROCEDURAL HISTORY

Payne-Meyer filed suit in December 2023 to collect the unpaid balance of his landscaping invoice. The parties appeared without counsel at a merits hearing conducted by Webex on December 9, 2024. The court found that the work fulfilled the contract, rejected Tobey's defective-work and overcharge claims, and entered judgment for Payne-Meyer for \$4,622.77 plus the filing fee.

DISPOSITION

other