

Case Summary

R.E. Hamman, Inc., (“Hamman”) appeals the trial court’s judgment in favor of R & S Development, LLP, (“Development”). We affirm.

Issue

Hamman raises two issues, which we consolidate and restate as whether Development breached its contract with Hamman.

Facts

On August 23, 2004, Eric Hamman of Hamman and Ernie Rogers of Development entered into a contract. Pursuant to the contract, Hamman would install a road into a subdivision, and Development would pay Hamman \$73,424.00.

The contract was written on a Proposal/Work Order form created by Hamman. The form included sections describing to whom the proposal was submitted, where the work was to be performed, what type of work was to be done, and who accepted the proposal. The section describing the work to be done contained a specific description of Hamman’s work, form language that the work would be done in a workmanlike manner, a handwritten quote of \$73,424.00, form language regarding payment, and specifically designated signature lines with signatures on them. This section also contained the standard language, “Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.” Defendant’s Exhibit A. Underneath this language was a blank unmarked line.

Hamman encountered unexpected problems in its excavation of the site. Eric Hamman contacted Rogers and explained that it would cost more than expected. Although Rogers did not understand all of the issues, he told Eric Hamman, “let’s get it done and get the job finished.” Tr. p. 13. The approval of the additional work was never reduced to writing.

Hamman incurred expenses of \$9,636.26 because of the unexpected problems, and Development refused to pay it. On March 10, 2006, Hamman filed a notice of claim in small claims court demanding \$9,636.26, attorney fees, court costs, and interest. After a bench trial, the trial court issued a judgment in favor of Development. Hamman filed a motion to correct error, which the trial court denied. Hamman now appeals.

Analysis

Hamman claims that the trial court improperly entered judgment in favor of Development on its claim for breach of contract. In reviewing claims tried by the bench without a jury, we may not set aside the judgment unless it is clearly erroneous, with due regard given to the opportunity of the trial court to judge the credibility of the witnesses. Bennett v. Broderick, 858 N.E.2d 1044, 1047 (Ind. Ct. App. 2006), trans. denied. In determining whether a judgment is clearly erroneous, we do not reweigh the evidence or determine the credibility of witnesses but consider only the evidence that supports the judgment and the reasonable inferences drawn therefrom. Id. at 1047-48. This case was a small claims trial, which is “informal, with the sole objective of dispensing speedy justice between the parties according to the rules of substantive law.” Ind. Small Claims Rule 8(A).

Because Hamman had the burden of proof at trial, it appeals a negative judgment. See Bennett, 858 N.E.2d at 1048. A party appealing a negative judgment must demonstrate that the evidence points unerringly to a conclusion different from that reached by the trial court. Id. We will reverse a negative judgment only if it is contrary to law. Id. “In determining whether a trial court’s decision is contrary to law, we must determine if the undisputed evidence and all reasonable inferences to be drawn therefrom lead to but one conclusion and the trial court has reached a different one.” Id.

On appeal, unless the terms of a contract are ambiguous, they will be given their plain and ordinary meaning. Four Winds, LLC v. Smith & DeBonis, LLC, 854 N.E.2d 70, 74 (Ind. Ct. App. 2006), trans. denied. Where the terms of a contract are clear and unambiguous, they are conclusive. Id. We will not construe the contract or look to extrinsic evidence, but will merely apply the contractual provisions. Id. “The terms of a contract are not ambiguous merely because the parties disagree as to the proper interpretation of the terms.” Id. “A contract is ambiguous only where a reasonable person could find its terms susceptible to more than one interpretation.” Cummins v. McIntosh, 845 N.E.2d 1097, 1104 (Ind. Ct. App. 2006), trans. denied. If the contract is unambiguous, the intent of the parties is determined from the four corners of the document. Id.

Hamman argues that the trial court improperly entered judgment in favor of Development because the extra charges were not required to be in writing. Despite the language of the contract requiring all changes to be in writing, Hamman urges that that language is only effective if Hamman signed the blank line under it. Accordingly,

Hamman contends, Rogers’s verbal assent to the additional work required him to pay for it.

However, a review of the language and format of the contract renders this interpretation unreasonable. As Development points out, “The mere existence of an unmarked inconspicuous ‘line’ carries no significance to a reasonable person, especially when the signature line clearly marked for the contractor contained the contractor’s signature.” Appellee’s Br. p. 9. The plain language of the contract permitted, “Any alteration or deviation from above specifications involving extra costs . . . only upon written order.” Defendant’s Exhibit A. There was no written order. In the absence of such, Hamman has not established that the undisputed evidence and all reasonable inferences drawn therefrom lead to a conclusion different than the one reached by the trial court. See Bennett, 858 N.E.2d at 1048.¹

Conclusion

Without a writing evidencing the changes, Hamman has not established that the undisputed evidence and all reasonable inferences drawn therefrom lead a conclusion different than the one reached by the trial court. We affirm.

Affirmed.

NAJAM, J., and RILEY, J., concur.

¹ Hamman also argues that it should recover under the doctrines of unjust enrichment or quantum meruit. Generally, when there is no express contract, written or oral, a party may recover under the theory of unjust enrichment or quantum meruit. Troutwine Estates Development Co. v. Comsub Design and Engineering, Inc., 854 N.E.2d 890, 897 (Ind. Ct. App. 2006), trans. denied. Here, however, the parties had an express contract. The doctrines of unjust enrichment and quantum meruit do not provide a basis for relief.