

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

FRICK’S MEAT PRODUCTS, INC.,)	No. ED92195
Respondent,)	
)	
vs.)	
)	
COIL CONSTRUCTION OF SEDALIA,)	Appeal from the Circuit Court of
INC., Appellant.)	Franklin County
)	
vs.)	
)	
DAVID S. FRICK, CYNTHIA L. FRICK,)	
BLUFF ROAD, L.L.C., WOODSIDE DRIVE,)	
L.L.C., BANK OF WASHINGTON,)	Honorable John B. Berkemeyer
RICHARD F. MAYER, LARRY COOK and)	
CNA MANUFACTURING SYSTEMS, INC.)	
d/b/a CNA CONSULTING, Respondents,)	
)	
and)	
)	
FIDUS CONSTRUCTION A.M., INC.,)	
Intervenor.)	Filed: April 20, 2010

OPINION SUMMARY

Coil Construction of Sedalia, Inc. (Coil) appeals from the judgment of the Circuit Court of Franklin County denying its claims for breach of contract, *quantum meruit*, a mechanic’s lien, and violation of Mo. Rev. Stat. § 436.300 *et seq.* against Frick’s Meat Products, Inc. (Frick’s) and David S. Frick, Cynthia L. Frick, Bluff Road LLC, Woodside Drive LLC, the Bank of Washington, and Richard F. Mayer as third-party defendants (collectively “third-party defendants”). Coil claims that the trial court erred because: (1) the judgment fails to address the evidence and “merely declares that each party is to take nothing”; (2) the undisputed evidence showed Coil’s entitlement to damages for either breach of contract or unjust enrichment; and (3) Coil’s judgment on Frick’s claims is “inherently inconsistent” with the judgment in favor of Frick’s and the third-party defendants on Coil’s claims.

AFFIRMED

Division Two Holds: The trial court did not err because: (1) under Rule 73.01(c), a party must properly request a trial court to articulate the grounds for its decision or include findings of fact and conclusions of law in its judgment, which Coil failed to do; (2) the trial court reasonably could have denied Coil’s breach-of-contract and *quantum meruit* claims on the respective grounds that the parties did not form an enforceable contract and Frick’s had paid Coil for the

reasonable value of the materials and construction services provided; and (3) the judgment in favor of Frick's and third-party defendants on Coil's claims is not inconsistent with the judgment in favor of Coil on Frick's claims because, as explained in the previous point on appeal, the trial court reasonably could have denied the parties' breach of contract claims on the grounds that there was no enforceable contract and, therewith, found that Coil was not entitled to recovery under *quantum meruit*.

Opinion by: Patricia L. Cohen, J. Sherri B. Sullivan, P.J., and Robert G. Dowd, Jr., concur.

Attorneys for Appellant: Thomas B. Weaver, Spencer L. Throssell, Michael R. Tripp and Jeffery T. McPherson

Attorneys for Respondent: Richard F. Huck, III and Steven P. Kuenzel

Attorney for Intervenor: Jeffrey E. Green

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