

■ As noted above, the notice incorrectly stated that the tax sale had occurred on April 6, 1986, rather than April 6, 1987, the actual date. The notice did, however, accurately inform Hardwood of the impending deed. Although all notices given pursuant to RSA 80:38-a (Supp. 1990) should be completely accurate, we will not invalidate such a notice merely because of a scrivener's error which results in no demonstrated prejudice.

III. Superior Court Factual Error

■ Finally, we address BNE's contention that the superior court incorrectly found that BNE had received certified notice of the impending tax deed. Drop Anchor agrees that this finding is erroneous; there being no support in the record for the finding, we concur. However, there is no indication that, but for this erroneous finding, the trial court would have ruled differently. Moreover, as discussed above, we conclude that the court below reached the correct decision. We refrain from reversing a result rightly reached, but which contains an erroneous finding that did not affect the result. *See Topjian Plumbing & Heating, Inc. v. Bruce Topjian, Inc.*, 129 N.H. 481, 485, 529 A.2d 391, 394 (1987).

Affirmed.

All concurred.

Hillsborough
No. 90-294

PAMELA A. MAJOR

v.

ACORN INVESTMENT COMPANY, INC.

March 27, 1991

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Nixon, Hall and Hess P.A., of Manchester (*Frank E. Kenison* on the brief and orally), for the plaintiff.

Wadleigh, Starr, Peters, Dunn & Chiesa, of Manchester (*Philip G. Peters* and *Robert E. Murphy, Jr.*, on the brief, and *Mr. Murphy* orally), for the defendant.

JOHNSON, J. The defendant, Acorn Investment Company, Inc. (Acorn), appeals an order of the Superior Court (*Barry, J.*) granting Pamela Major, the plaintiff, pre-judgment interest on an arbitration award under RSA 524:1-b. Acorn argues that *Leach v. O'Neill*, 132 N.H. 665, 568 A.2d 1189 (1990) bars the application of RSA 524:1-b to arbitration awards such as the one in this case. We agree and, therefore, reverse and remand.

Major was injured on March 22, 1985, when a taxicab operated by one of Acorn's employees struck the car she was driving. She commenced a negligence action in superior court by writ of summons dated October 4, 1985. After conducting discovery, the parties agreed in December 1989 to submit the matter to binding arbitration before Alternative Dispute Resolution, Inc. An arbitration hearing was held on January 12, 1990, on which date the parties also signed an arbitration agreement. The arbitration agreement was never filed with the superior court pursuant to RSA 542:3-a, which provides that:

"A stipulation filed prior to trial in any civil case pending in the superior court, in which all of the parties or their attor-

neys agree to submit the case to arbitration, shall, upon approval of the court, be considered an agreement in writing to submit to arbitration, within the scope of RSA 542:1. Filing of the stipulation shall stay the trial of the suit until arbitration has been had in accordance with the terms of the stipulation. Arbitration proceedings shall be governed by applicable provisions of this chapter except as otherwise provided in the stipulation. . . .”

Subsequent to the hearing, but prior to the decision of the arbitrator, the parties discussed pre-judgment interest, and the plaintiff brought the subject to the attention of the arbitrator. The arbitrator’s decision, dated January 25, 1990, awarded the plaintiff \$30,000. In his decision, the arbitrator stated: “This award does not include any calculations for interest which may or may not be applicable, and, if not applicable, I do not award.”

Thereafter, the plaintiff requested Acorn to pay \$12,691.68 in interest in addition to the \$30,000 award. Acorn paid the amount of the award, but refused to pay the interest. Instead, Acorn filed in the superior court a “Motion to Enforce Settlement Agreement,” requesting, *inter alia*, that the court order the plaintiff to execute a general release of her claim against Acorn. The plaintiff objected and filed a cross-motion, asking the court to enter the arbitrator’s award as a judgment and to award pre-judgment interest pursuant to RSA 524:1-b. The court ruled that the plaintiff was entitled to such interest, and denied Acorn’s subsequent motion for reconsideration.

■ Acorn appeals the court’s order, arguing that RSA 524:1-b is not applicable to arbitration awards, and that the court misconstrued *Leach v. O’Neill*, 132 N.H. 665, 568 A.2d 1189 in reaching its decision.

RSA 524:1-b provides that:

“In all other civil proceedings at law or in equity in which a verdict is rendered or a finding is made for pecuniary damages to any party . . . there shall be added forthwith by the clerk of court to the amount of damages interest thereon from the date of the writ”

In *Leach*, we held that “an arbitration proceeding pursuant to RSA chapter 542 is not a ‘civil proceeding at law or in equity’ within the meaning of RSA 524:1-b.” 132 N.H. at 668, 568 A.2d at 1191 (quoting RSA 524:1-b). Therefore, we concluded that RSA 524:1-b is not appli-

█ Finally, Major argues that Acorn impliedly agreed to pay interest on any award granted by the arbitrator, giving her a contractual right to interest. Because Major raised this issue in her "Objection to Motion to Enforce Settlement Agreement and Cross-Motion to Enter Judgment," and because the trial court did not make unambiguous findings sufficient for us to rule on this issue, we remand to the superior court to determine whether Major has any contractual right to interest from the date of the writ.

█ In conclusion, we note that where parties agree to arbitrate a dispute, they may further agree, as part of the arbitration agreement, on whether interest, and at what rate, will or will not be added to the arbitrator's award. If the parties so decide, they may agree as to whether interest shall run from the date of the injury, the date the writ was filed, the date of the arbitrator's award, the date a judgment is entered or any other date selected by the parties. If this agreement is made prior to arbitration, it will be enforceable as "any contract." *See* RSA 542:1.

Reversed and remanded.

All concurred.

Hillsborough
No. 90-307

AETNA LIFE & CASUALTY COMPANY

v.

JOHN MARTIN, SR., ADMINISTRATOR OF THE
ESTATE OF LEONARD P. MARTIN

March 27, 1991

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