

SUPREME JUDICIAL COURT OF MAINE

Cote v. Department of Human Services, 2003 ME 146

837 A.2d 140 (2003) · Decided December 11, 2003

SUMMARY

The Supreme Judicial Court of Maine affirmed summary judgment for the Department of Human Services on Linda Cote's claim that a Department employee's statement created an oral contract for adoption assistance. The court held that the statement that Cote would be eligible for assistance "at the going rate" was too indefinite to establish a prima facie case of breach of contract. The court therefore did not need to address the parol evidence rule, fraudulent inducement, or contract sovereign immunity.

CASE DETAILS

COURT	Supreme Judicial Court of Maine
WRITING FOR THE COURT	Rudman, J.; Saufley, C.J.; Clifford, J.; Dana, J.; Alexander, J.; Calkins, J.; Levy, J.
JURISDICTION	Maine
DECIDED	December 11, 2003
DISPOSITION	affirmed
PROCEDURAL POSTURE	Cote appealed from a Superior Court summary judgment entered for the Department of Human Services on her complaint alleging breach of an oral contract.
STANDARD OF REVIEW	The court reviewed the summary judgment to determine whether a factual controversy requiring resolution by the trier of fact existed, while considering whether Cote established a prima facie case of breach of an oral contract.
PRECEDENTIAL VALUE	Published precedential opinion of the Supreme Judicial Court of Maine
PARTIES	Linda Cote v. Department of Human Services

TOPICS

[breach of contract](#)[contract formation](#)[summary judgment](#)[fraudulent inducement](#)[parol evidence rule](#)

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the Department employee's statement that Cote would receive adoption assistance at the going rate was sufficiently definite to create an enforceable oral contract.
2. Whether it was necessary to resolve Cote's fraudulent-inducement argument or apply the parol evidence rule before determining whether she established a prima facie breach of an oral contract.
3. Whether summary judgment for the Department was proper.

HOLDINGS

1. The statement did not create an oral contract because it did not sufficiently define the parties' liabilities, even assuming that the going rate differed from the amount Cote received.
2. Those issues did not need to be decided because Cote sought to enforce an alleged oral contract and failed to allege facts establishing a prima facie case for that contract.

KEY QUOTATIONS

"Even if we accept Cote's premise, that 'the going rate' is different from what she ultimately received, this remark does not sufficiently enable the court to determine the liabilities of the parties, and therefore did not create an oral contract." (837 A.2d at 141)

"Cote's attempt to weave a single remark into a contract is without merit." (837 A.2d at 141)

FACTUAL BACKGROUND

Cote spoke with a Department of Human Services employee who may have told her that she would be eligible for adoption assistance at the going rate. Cote subsequently signed a written contract for adoption assistance, but claimed that the earlier statement created an oral contract requiring greater assistance than she received. The parties agreed that the conversation occurred but disagreed about the legal significance of the written contract and the employee's statement.

PROCEDURAL HISTORY

Cote alleged that a Department employee's statement that she would receive adoption assistance at the going rate created an oral contract. After Cote signed a written adoption-assistance contract, she sued to enforce the alleged oral agreement. The Cumberland County Superior Court entered summary judgment for the Department, and the Supreme Judicial Court of Maine affirmed.

DISPOSITION

affirmed

CASES CITED

- Botka v. S.C. Noyes & Co., 2003 ME 128, ¶ 18, 834 A.2d 947
- Bates v. Anderson, 614 A.2d 551, 552 (Me. 1992)
- Kuperman v. Eiras, 586 A.2d 1260, 1262-63 (Me. 1991)
- Stanton v. University of Maine System, 2001 ME 96, ¶ 13, 773 A.2d 1045, 1050-51
- Drake v. Smith, 390 A.2d 541, 543 (Me. 1978)

OPINION

RUDMAN, J.

837 A.2d 140 (2003) 2003 ME 146 Linda COTE v. DEPARTMENT OF HUMAN SERVICES Supreme Judicial Court of Maine. Argued: November 6, 2003. Decided: December 11, 2003. *141 Stephen C. Whiting, Esq. (orally), The Whiting Law Firm, P.A., Portland, for plaintiff. G. Steven Rowe, Attorney General, Janine Keck Massey, Asst. Attorney General (orally), Augusta, for defendant.

Panel: SAUFLEY, C.J., and CLIFFORD, RUDMAN, DANA, ALEXANDER, CALKINS, and LEVY, JJ. RUDMAN, J. [¶ 1] Linda Cote appeals from a summary judgment entered in the Superior Court (Cumberland County, Cole, J.) in favor of the Department of Human Services on Cote's complaint alleging breach of an oral contract. Cote asserts that a conversation with a Department employee resulted in an oral contract, which the Department has breached.

Cote argues that the Superior Court erred in granting a summary judgment in favor of the Department. We disagree. [¶ 2] The relevant facts are not in dispute. Both parties agree that a conversation took place between Cote and a Department employee, in which the employee may have told Cote that she would be eligible for adoption assistance "at the going rate."

After this conversation occurred, Cote signed a written contract for adoption assistance. Cote and the Department disagree about the significance of the written contract. The Department asserts that, because a written contract exists, the parol evidence rule prevents Cote from submitting evidence of oral statements made prior to the execution of the written contract.

Cote counters that she was fraudulently induced into executing the written contract, and therefore it is void. Cote raises fraud in the inducement solely to prevent the operation of the parol evidence rule, so that she may present evidence of the oral representations made by Department employees prior to signing the written contract. Neither the parol evidence rule nor fraud is relevant. [¶ 3] Because Cote does not allege facts that would establish a prima facie case of breach of an oral contract, it is not necessary to determine whether she was fraudulently induced into signing the written contract.[1] When it considers a motion for a summary judgment, the role of a trial court is to determine whether there is a factual controversy that must be resolved by the trier of fact.

Botka v. S.C. Noyes & Co., 2003 ME 128, ¶ 18, 834 A.2d 947. Even if we accept Cote's premise, that "the going rate" is different from what she ultimately received, this remark does not sufficiently enable the court to determine the liabilities of the parties, and therefore did not create an oral contract. See Bates v. Anderson, 614 A.2d 551, 552 (Me.1992). Cote's attempt to weave a single remark into a contract is without merit.[2]*142 The trial court correctly entered a summary judgment in favor of the Department.[3] The entry is: Judgment affirmed.

NOTES [1] Fraud in the inducement is a defense to a contract. See Kuperman v. Eiras, 586 A.2d 1260, 1262-63 (Me.1991). When successfully raised, a contract is rendered voidable. Id. Cote, however, is not suing to avoid a contract, but rather to enforce one.

Therefore, at summary judgment, the only issue was whether she had established a prima facie case of breach of an oral contract. [2] Cote correctly asserts that courts have some latitude in supplying reasonable terms where the parties to a contract have failed to do so. See RESTATEMENT (SECOND) OF CONTRACTS § 33 (1981).

However, before a court supplies any terms, it must find that the parties mutually assented to an agreement that, at a minimum, contains terms that enable the court to allocate liability. Stanton v. Univ. of Me. Sys., 2001 ME 96, ¶ 13, 773 A.2d 1045, 1050-51.

[3] The State raised the contract sovereign immunity issue before the trial court, but neither party raised that issue on appeal, and we do not address whether the doctrine articulated in Drake v. Smith, 390 A.2d 541, 543 (Me. 1978) would apply to the contract claim asserted in this case.