

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)

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