

GERARD C. CASTONGUAY

v.

HASBRO EXCAVATION CONTRACTORS, INC.

Submitted on Briefs January 27, 2011

Decided February 8, 2011

Panel: ALEXANDER, LEVY, SILVER, MEAD, GORMAN, and JABAR, JJ.

MEMORANDUM OF DECISION

Hasbro Excavation Contractors, Inc. (Hasbro) appeals from a judgment entered by the Superior Court (Androscoggin County, *Delahanty, J.*) on a jury verdict finding for Gerard C. Castonguay on Castonguay's complaint alleging breach of contract and conversion. Contrary to Hasbro's contention, the court did not err in excluding extrinsic evidence of an alleged oral agreement pursuant to the parol evidence rule because the written contract executed by the parties was integrated as to the provision specifying that it was to be in effect for one year. *See Brown Dev. Corp. v. Hemond*, 2008 ME 146, ¶ 13, 956 A.2d 104, 108 (stating that if a contract is integrated, "[t]he parol evidence rule operates to exclude from judicial consideration extrinsic evidence offered to vary, add to, or contradict the terms of . . . [the] written agreement." (quotation marks omitted)); Restatement (Second) of Contracts § 209(1) (1981) ("An integrated agreement is a writing or writings constituting a final expression of one or more terms of an agreement.").

Furthermore, the court did not err in denying Hasbro's motion for remittitur because the damages awarded by the jury in light of all the evidence were not "in excess of the bounds of rationality and . . . therefore[] erroneous as a matter of law." *Withers v. Hackett*, 1999 ME 117, ¶ 5, 734 A.2d 189, 190 (emphasis omitted) (quotation marks omitted).

The entry is:

Judgment affirmed.

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