

IN RE ESTATE OF HELEN S. STOODLEY

Submitted on Briefs September 27, 2017

Decided October 24, 2017

Panel: ALEXANDER, MEAD, GORMAN, JABAR, and HUMPHREY, JJ.

MEMORANDUM OF DECISION

The Estate of Helen S. Stoodley appeals from a judgment entered in the Probate Court (Lincoln County, *Berry, J.*) granting the Lincoln Home's disputed claim after the Estate refused to pay the Lincoln Home for extensive assisted living care provided to Helen S. Stoodley. After review of the hearing record and the arguments of the parties, we affirm the judgment.

First, the court properly considered extrinsic evidence to determine whether the parties intended integration because the contract was ambiguous with respect to the existence and scope of integration. *See Handy Boat Serv. v. Prof'l Servs.*, 1998 ME 134, ¶ 11, 711 A.2d 1306. Second, the contract was partially integrated because extrinsic evidence illustrated that the contract was supplemented by an additional term. *See Harriman v. Maddocks*, 518 A.2d 1027, 1030 (Me. 1986); *Astor v. Boulos Co.*, 451 A.2d 903, 905-06 (Me. 1982). Third, the Estate is bound by that additional term because it did not contradict the terms of the contract. *See Rogers v. Jackson*, 2002 ME 140, ¶ 19, 804 A.2d 379.

The entry is:

Judgment affirmed.

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Damariscotta, for appellant Estate of Helen S. Stoodley

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Lincoln County Probate Court docket number 2015-0053
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