

GARY DAVIS

v.

MARK F. WALTZ et al.

Argued June 11, 2019
Decided June 18, 2019

Panel: SAUFLEY, C.J., and ALEXANDER, MEAD, GORMAN, JABAR, and HUMPHREY, JJ.

MEMORANDUM OF DECISION

Gary Davis appeals from a summary judgment entered by the Superior Court (Knox County, *Mallonee, J.*) on his complaint alleging the breach of a land sale contract and seeking numerous forms of equitable relief. Waltz¹ cross-appeals, arguing that the payment to Davis pursuant to the contract constituted an accord and satisfaction.

Contrary to Davis's argument, an allegation of limited reading comprehension, without additional evidence of incapacity, does not render a party legally incompetent to contract. *See Bragdon v. Drew*, 658 A.2d 666, 668 (Me. 1995). Likewise, the mere existence of a disparity in economic resources, education, or business experience does not give rise to a fiduciary duty in a business transaction. *See Bryan R. v. Watchtower Bible & Tract Soc'y of N.Y., Inc.*, 1999 ME 144, ¶¶ 19-21, 738 A.2d 839. Accordingly, the court did not err when it concluded that the purchase and sale agreement between the parties was a

¹ Appellees Mark Waltz and Jane Waltz, individually, and in their respective capacities as trustees of the Mark F. Waltz Living Trust, are, collectively, referred to as "Waltz."

valid and enforceable contract. Davis's remaining equitable claims fail for a variety of reasons: they were precluded by the existence of the valid contract (unjust enrichment), *see Knope v. Green Tree Servicing, LLC*, 2017 ME 95, ¶ 13, 161 A.3d 696; he failed to satisfy the required elements of his claims of fraudulent and negligent misrepresentation, constructive trust, and promissory estoppel; and the court appropriately declined to grant the declaratory relief he requested. *Capodilupo v. Town of Bristol*, 1999 ME 96, ¶ 3, 730 A.2d 1257.²

The entry is:

Judgment affirmed.

James W. Strong, Esq. (orally), Thomaston, for appellant Gary Davis

Misha C. Pride, Esq. (orally), Drummond & Drummond, LLP, Portland, for cross-appellants Mark Waltz, Jane Waltz, and the Mark F. Waltz Living Trust

Knox County Superior Court docket number CV-2017-23
FOR CLERK REFERENCE ONLY

² Because we affirm the court's judgment in favor of the defendant, we do not reach the issue of whether the payment by Waltz to Davis established an accord and satisfaction. *Cf. Am. Nat'l Fire Ins. Co. v. York County*, 575 F.3d 112, 117-18 (1st Cir. 2009).