

ALFRED C. TRAUTZ

v.

BETHANN PERERA

Submitted on Briefs June 23, 2025  
Decided July 1, 2025

Panel: STANFILL, C.J., and MEAD, HORTON, LAWRENCE, DOUGLAS, and LIPEZ, JJ.

## MEMORANDUM OF DECISION

Bethann Perera<sup>1</sup> appeals from a judgment entered by the Superior Court (Somerset County, *Stokes, A.R.J.*) finding for Alfred C. Trautz on his complaint alleging that Bethann had breached the parties' contract to convey to him an easement burdening her property in Highland Plantation, and further alleging that Bethann was equitably estopped from refusing to effectuate the conveyance. Bethann also appeals from the court's order appointing the Clerk of the Somerset County Superior Court to sign the easement deed when Bethann failed to do so. M.R. Civ. P. 70.

Contrary to Bethann's contention, there was no deficiency in the summons that was properly served on her to commence this action, which bore the seal of the court and the clerk's facsimile signature. *See* M.R. Civ. P. 4(a); *Schulz v. Doeppe*, 2018 ME 49, ¶ 15, 182 A.3d 1246; 4 M.R.S. § 108 (2025).

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<sup>1</sup> At the outset of the trial, the defendant asked the court to refer to her as Bethann. The court did so, and we do so here.

Further, on this record the court did not clearly err or abuse its discretion in finding that (1) an enforceable contract existed requiring Bethann to convey to Trautz an easement creating a right-of-way over her property for access to his abutting property, or (2) Bethann was equitably estopped from refusing to convey the easement after Trautz performed his obligation under the contract to build a house for Bethann. *See Rice v. Cook*, 2015 ME 49, ¶ 11, 115 A.3d 86; *Wuestenberg v. Rancourt*, 2020 ME 25, ¶ 17, 226 A.3d 227; *Harvey v. Dow*, 2008 ME 192, ¶ 20 n.4, 962 A.2d 322.

Finally, pursuant to M.R. Civ. P. 70, the court had the authority to appoint the clerk of the court to sign the easement deed when Bethann refused to do so. *See Adams v. Alley*, 308 A.2d 568, 572 (Me. 1973) (stating that Rule 70 “restates the inherent power of a court to enforce its own decrees and provides for performance by a substitute in the event of disobedience of the defendant”); *Linscott v. Foy*, 1998 ME 206, ¶ 13, 716 A.2d 1017.

The entry is:

Judgment affirmed.

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Bethann Perera, appellant pro se

Michael A. Hodgins, Esq., and Casey M. Olesen, Esq., Eaton Peabody, Bangor, for  
appellee Alfred C. Trautz