

ROBERT T. GRINDLE

v.

BRIAN S. REMILLARD et al.

Submitted on Briefs April 6, 2006

Decided May 30, 2006

Panel: SAUFLEY, C.J., and CLIFFORD, DANA, ALEXANDER, LEVY, and  
SILVER, JJ.

## MEMORANDUM OF DECISION

Robert T. Grindle appeals from a judgment entered in the District Court (Ellsworth, *Staples, J.*) in favor of Brian S. Remillard and Brenda M. Remillard on Grindle's complaint alleging trespass and seeking ejectment, and in favor of the Remillards on their counterclaim seeking specific performance on an oral contract for the sale of land from Grindle to the Remillards.

Contrary to Grindle's contentions, the court did not err in finding that there was an oral contract for the sale of land, and that the contract was partially performed by the Remillards with the acquiescence of Grindle, removing the contract from the operation of the statute of frauds, 33 M.R.S. § 51(4) (2005).

*Sullivan v. Porter*, 2004 ME 134, ¶¶ 10-11, 861 A.2d 625, 630-31. Further, because the court found no misrepresentation on the part of the Remillards, it acted within its discretion in ordering specific performance of the real estate contract. *See id.* ¶ 25, 861 A.2d at 633-34.

The entry is:

Judgment affirmed.

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