

AMY B. McGARRY et al.

v.

ROBERT M.A. NADEAU et al.

Argued November 29, 2006  
Decided January 4, 2007

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

MEMORANDUM OF DECISION

Robert M.A. Nadeau and Nadeau & Associates, P.A. appeal from a judgment entered in the Superior Court (York County, *Warren, J.*) awarding damages and other relief to Amy B. McGarry, Pamela S. Holmes, and McGarry & Holmes, LLC, following a bench trial. Nadeau primarily challenges the court's factual findings, but our review of the record reveals that the findings are supported by sufficient evidence. Contrary to Nadeau's contention, the court's interpretation of an ambiguous provision in the termination agreement is not clearly erroneous. *See Farrington's Owners' Ass'n v. Conway Lake Resorts, Inc.*, 2005 ME 93, ¶ 10, 878 A.2d 504, 507 ("The interpretation of ambiguous language

in a contract . . . is a question of fact.”). Similarly, the evidence presented was sufficient to support the court’s findings that Nadeau failed to meet his burden of proof on his claims of misrepresentation and mutual mistake. Finally, the damages are supported by the evidence. *See Bourette v. Dresser Indus., Inc.*, 481 A.2d 170, 174 (Me. 1984).

The entry is:

Judgment affirmed.

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