

ZIAD ELKHOURY

v.

O'KEEFE MARTIN AUCTIONS PARTNERSHIP et al.

Submitted on Briefs November 23, 2009

Decided December 1, 2009

Panel: SAUFLEY, C.J., and ALEXANDER, LEVY, SILVER, MEAD, and
JABAR, JJ.

MEMORANDUM OF DECISION

O'Keefe Martin Auctions Partnership, John B. O'Keefe Jr., and William C. Martin III (collectively, O'Keefe Martin), appeal from a judgment entered in the District Court (Springvale, *Brennan, J.*) in favor of Ziad Elkhoury¹ following a non-jury trial on a contract dispute over a commercial real estate sale that did not close. Contrary to the contentions of O'Keefe Martin, the court (1) appropriately considered a lease agreement and option in determining the intent of the parties, *see T-M Oil Co., Inc. v. Pasquale*, 388 A.2d 82, 85 (Me. 1978); (2) did not clearly err in finding that evidence of the parties' intent was inconclusive, *see Estate of Barrows*, 2008 ME 62, ¶ 3, 945 A.2d 1217, 1219; and (3) did not err in concluding, as a matter of law, that because the evidence was inconclusive, a presumption against O'Keefe Martin as the drafter of the agreements at issue would control, *see Barrett v. McDonald Invs., Inc.*, 2005 ME 43, ¶¶ 15, 17, 870 A.2d 146, 149, 150; *T-M Oil Co.*, 388 A.2d at 86.

The entry is:

Judgment affirmed.

¹ In the complaint, the name was spelled "Elkboury."

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Springvale District Court docket number CV-2008-68
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