

CANDACE L. CROFT

v.

HARRINGTON FAMILY HEALTH CENTER

Submitted on Briefs January 28, 2010  
Decided February 9, 2010

Panel: ALEXANDER, LEVY, SILVER, MEAD, GORMAN, and JABAR, JJ.

#### MEMORANDUM OF DECISION

Candace L. Croft appeals from a judgment entered on a jury verdict in the Superior Court (Penobscot County, *Nivison, J.*) in favor of Harrington Family Health Center on Croft's complaint alleging disability discrimination, whistleblower retaliation, and breach of contract. Croft challenges the court's jury instructions as to breach of contract. Contrary to Croft's contentions, viewing the instructions in their entirety, the court fairly and accurately informed the jury of the applicable law governing breach of contract. *See Frustaci v. City of S. Portland*, 2005 ME 101, ¶ 15, 879 A.2d 1001, 1006; *Down E. Energy Corp. v. RMR, Inc.*, 1997 ME 148, ¶ 10, 697 A.2d 417, 421 (explaining the difference between a total and partial breach of contract). We discern no prejudicial error in the court's jury instructions. *See Frustaci*, 2005 ME 101, ¶ 15, 879 A.2d at 1006; *Clewley v. Whitney*, 2002 ME 61, ¶¶ 10-11, 794 A.2d 87, 90-91 (discussing that a jury instruction need not be framed in the particular language requested by a party).

The court also acted within its discretion in limiting Croft's impeachment of a witness pursuant to M.R. Evid. 403, *see Colony Cadillac & Oldsmobile, Inc. v. Yerdon*, 505 A.2d 98, 100 (Me. 1986), and committed no prejudicial error in responding to a note sent by the jury during its deliberations, *see Michaud v. Wood*, 1998 ME 156, ¶¶ 4-6, 712 A.2d 1068, 1069-70.

The entry is:

Judgment affirmed.

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