

STATE OF MAINE
SUPREME JUDICIAL COURT
SITTING AS THE LAW COURT

LAW DOCKET NO. CUM-26-38

BREE A. BLALOCK, ET AL

Appellee

V.

BIRCHLANE, LLC

Appellant

ON APPEAL FROM THE CUMBERLAND COUNTY DISTRICT COURT
Docket No. SC-2024-44, SC-2024-156

APPELLANT'S BRIEF

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SUMMARY OF THE CASE

Bree Ana Blalock, a prospective tenant, filed a Small Claims complaint against Birchlane, LLC, (App. P. 29) the owner of an apartment that Ms. Blalock was intending to rent, requesting the return of her 1st month's pro-rated rent and prepaid security deposit, along with U-Haul rental costs and Air B&B costs, which expenses she incurred, and which rent and security deposit she had paid to Birchlane prior to signing her Lease. At the move-in date of the Lease, Ms. Blalock personally inspected the unit for the first time, and decided that she no longer wanted to rent it, and then refused to accept the keys and left, without taking possession of her apartment.

Birchlane, LLC, the landlord, filed a small claims complaint against Ms. Blalock for breach of contract, requesting to keep the prepaid pro-rata rent and security deposit, and asked for additional costs to re-lease the premises and for commissions payable. (App. P. 28).

The cases were consolidated and the Court gave judgment to Ms. Blalock. The Court found that there was “no contract and no meeting of the minds.” (App. P. 18).

Birchlane appealed the Small Claims decision to the Superior Court. The Superior Court found that the Lease, signed by Ms. Blalock, was a contract, and remanded the case back to the District Court. (App. P. 21-22).

The District Court ignored the mandate and remand from the Superior Court, and without any hearing, found new facts, including the fact that the Lease was executed by Attorney Neal Weinstein, and therefore there was no mutuality of execution of the Lease, and no contract. (App. P. 23-27).

During the trial, the Court, not Ms. Blalock, actually cross-examined Birchlane’s witness, and the Court knew, or certainly should have known, that the written Transcript the Court relied on to claim attorney Weinstein signed the Lease, was defective and erroneous. The Court had the actual trial recording, but apparently chose not to review it. It took no more than a few minutes to find the error in the Transcript by listening to the actual recording of the

Trial and hear the witness respond to questioning by the Judge.

The witness clearly stated that the Lease was signed by King Weinstein, who is president of Birchlane LLC. (App. P. 48).

In the new Judgment, after Remand, the Court again found for Ms. Blalock, but this time on the new theory of Unjust Enrichment. (App. P. 31-36). Although the Court explained the elements of an unjust enrichment claim, it never provided any facts supporting this new theory of recovery. The Court never explained the benefits conferred on Birchlane, how and why Birchlane had an appreciation of the benefits conferred upon it, and why it would be unjust for Birchlane to keep the security deposit and pro-rated rent, nor did the Court explain the basis of the damages awarded, which happened to be the same damages previously awarded on the legal claim. At trial, Birchlane's witness testified that when the Lease was signed, the apartment was taken off the market and held for Ms. Blalock, and painters and cleaners were hired to prepare the apartment for Ms. Blalock, and on the move-in date, Blalock was offered the apartment and keys to the unit, as required under the actual Lease, a contract that Birchlane complied with.

Birchlane is requesting this Honorable Court to find that the Lease signed by Ms. Blalock constituted a valid and enforceable contract between the parties, that Blalock breached the contract, and remand the case for an award of damages to Birchlane.

STATEMENT OF THE FACTS AND PROCEDURAL HISTORY

Ms. Bree Ana Blalock sent her representatives—her aunt and uncle--to Birchlane's property in June of 2023 before signing the lease with Birchlane, to have them inspect the unit she was intending to rent. (HT P.14:12-13, 25:17-24, 26:3-8, 29:22-44, 30:20-24, 37:22-25, 45:11-25). Ms. Blalock did not personally inspect the unit, but after the inspection by her aunt and uncle, Ms. Blalock executed her Lease on August 2, 2023. (HT P. 6:14-17, 7:6-7) (App. P. 37, Defendant's Exhibit 1 and Plaintiff's Exhibit1). Blalock had a move-in date and Lease start date of August 7, 2023, and drove from Florida to Maine with her daughter, accompanied by a U-Haul truck on that date of August 7, 2023. (HT P. 6:14-17, 8:3-4).

Although Ms. Blalock was offered the keys to the unit, allowed to move in, and allowed to move all of her furniture and possessions

into her rented apartment, she chose not to. (HT P. 49:7-20, 53:14-15). She chose not to exercise her rights under the Lease and have Birchlane make repairs and resolve any maintenance issues in accordance with her Lease. (HT P. 10:13-16, 52:3-10, 53:17-20) (App. P. 51).

Birchlane signed the Lease August 3, 2023. (HT P. 7:5-7).

Birchlane's representative, Angel Arroyo, met Ms. Blalock on August 7, and offered her the keys to her unit. (HT P. 49:10-20, 53:12-15, 60:17-22, 61:1-2). A cleaner hired by Birchlane, was finishing up cleaning, the entire apartment was vacant, and the unit had been recently painted, awaiting Ms. Blalock's tenancy. (HT P. 8:9-22, 49:6-20). Ms. Blalock refused to accept the keys, refused to move into her rented unit, and left the premises. (HT P. 30-34).

Birchlane refused to return the Security Deposit and pro-rata rent, but agreed to cancel the remaining term of the Lease. (HT P. 53:5-12). Blalock sued for the return of the security deposit on February 15, 2024 (HT P. 6:1-3) (App. P. 29) and prepaid pro-rata rent, and Birchlane sued for lost rent, marketing fees and brokerage

fees of the unit, rather than the remaining term of the Lease. (App. P. 28).

The two cases were consolidated and a hearing in the above captioned matters was held on Wednesday, August 1, 2024. (App. P. 15, 17). The Court entered judgment for Blalock on her complaint and denied judgment for Birchlane on its complaint. (App. P. 15, 17).

Birchlane was represented by Attorney Neal Weinstein. Ms. Blalock represented herself.

The direct examination of Blalock, including the introduction of evidence, was performed by the Court. Birchlane cross-examined Blalock and then presented its own witness, Mr. Arroyo, (HT P. 28, 44) who was the manager and rental agent for Birchlane. (HT P. 44:1-2).

The Court did not require Ms. Blalock to present her case, but only answer questions posed from the Court. (HT P. 5-43). Indeed, the Court, rather than Ms. Blalock, also conducted the cross-examination of Birchlane's witness, (HT P. 64-67).

After the consolidated hearing, the Court found that there was no contract or meeting of the minds between the parties,

notwithstanding the *testimony of both parties* that there *was* a written contract, (HT P. 6:1-3, 14-16, 19, 7:5-7) and notwithstanding that both parties introduced the written contract at trial—without objection, (HT P. 7:13-14, 24). The Court granted Judgment to Blalock for \$3,618.22. Blalock’s Lease was not signed by Birchlane, but Birchlane’s identical Lease was signed by both parties. Both copies of the Lease were admitted without objection.

Birchlane appealed, and the Superior Court (App. P. 19-22) ruled: “This court agrees with Birchlane that the executed lease, unless unenforceable, is binding on the parties...Because the District Court’s decision was based upon a finding that there was no contract, its judgment must be reversed”. The Superior Court further stated: “The judgment of the District Court is reversed, and this matter is remanded for further proceedings *consistent* with this decision.” (emphasis added). (App P. 19-22).

The District Court ignored the Appellate Court’s mandate and Decision, and without any hearing, created a new set of facts inconsistent with the trial evidence, and issued a new Judgment for Blalock. (App. P. 23-27).

The new District Court Decision after remand, is erroneous, capricious, and unreasonable and shows clear error. On remand, the District Court Judge did not find that the contract was unenforceable, but again found that no contract existed at all. The record evidence in this case is clearly insufficient as a matter of Law for the District Court to have made a decision rejecting the existence of the contract.

STANDARD OF REVIEW

“...On appeal, the Superior Court will affirm a small claims judgment entered by the District Court unless the judgment was "*arbitrary, capricious or unreasonable*" based on the evidence in the record on appeal presented as a whole. *Manzo v. Reynolds*, 477 A.2d 732, 733 (Me. 1984).” *Louis v. Citizens Bank* Jan14, 2016, Civ. Action Docket No. CUMSC-AP-15-008.

The Law Court has stated: “Our task, therefore, is to determine de novo whether the record evidence was sufficient, as a matter of law, to support the result the District Court reached. See *id.*; *Withers*, 1998 ME 164, ¶ 7, 714 A.2d 798; *Yarcheski*, 2015 ME 71, ¶ 5, 117 A.3d 1047 (noting that we "review the District Court's judgment directly" when the Superior Court has acted in its appellate capacity);” *White v. Real Deal Auto Sales & Serv. Ctr., LLC*, 2024 ME 18.

In addition, the Law Court has stated:

“[A]lthough the mandate of an appellate court forecloses the lower court from reconsidering matters determined in the appellate court, it leaves to the [lower] court any issue not expressly or impliedly disposed of on appeal.” *Biggins v. Hazen Paper Co.*, 111 F.3d 205, 209 (1st Cir. 1997) (quotation marks omitted). Generally, “[a] mandate issued by us, affirming the trial court judgment, cannot be enlarged, limited or modified following the appeal.” *Bean v. Cummings*, 2008 ME 18, ¶18, 939 A.2d 676. “*Jellison v Jellison*, 2026 ME 3, 2026.

ARGUMENT

I. The District Court erred in failing to find that the parties had a meeting of the minds and created a written contract, the Lease.

The parties had a meeting of the minds and created and entered into a binding legal contract, the Lease. First, there was communication by Blalock to Birchlane, and then an inspection of the unit by Blalock’s representatives. Shortly thereafter, Birchlane presented an offer to Blalock by sending a proposed written Lease

agreement, (Exhibit 1 of both parties, App. P. 37-50, 51-74). There was an acceptance of the offer by Blalock—signing and executing the written Lease, and consideration to bind Birchlane to provide the unit described in the Lease. Birchlane provided the keys and a vacant apartment to Blalock on the agreed upon move-in date, as required pursuant to this contract. Every element of a contract was present. Although the District Court Judge wrote that Attorney Weinstein signed the Lease, the corrected transcript and recording of the trial proves otherwise. The signature of Birchlane was unnecessary, in any event, as the contract was signed by the party to be charged.

In *Wilson v. DelPapa*, *infra*, the Law Court stated:

“[A] contract within the Statue of Frauds is enforceable if it is evidenced by any writing, signed by or on behalf of the party to be charged, which . . . is sufficient to indicate that a contract with respect thereto has been made between the parties or offered by the signer to the other party.” Restatement (Second) of Contracts § 131 (1981) (emphasis added). *Wilson v. DelPapa* 634 A.2d. 1252 (1993).

Blalock admitted repeatedly that she signed the Lease (HT P. 6:14-15, 19; 7:5-7; 30:8, 24; 32:6, 12; 34-19; 38:5-8; 41:25; 42:1-3) (App. P. 38-50) and intended to enter into the Lease for that unit. The Lease describes the parties to the contract, the premises subject to the contract, the consideration or rent to be charged, the term of the Lease, along with many other issues and requirements of standard Leases. All of the terms were agreed to by Blalock when she executed the contract by signing it.

Although the District Court claimed that the parties were still negotiating the Lease on the move-in date, the Lease was signed some 5 days prior to those discussions. This cannot be disputed. Birchlane's representative testified without objection or contradiction, that Birchlane's representative signed the Lease August 3.

Blalock simply did not like this older unit, refused the keys, and breached the Lease. Although she did not have to move into her rented unit, she was still required to continue paying rent throughout the agreed-upon term of the executed Lease. When questioned, Blalock admitted that she did not exercise her rights under the Lease

to have Birchlane do any maintenance or repairs. (HT P. 52:21-23, 42:9-12). Birchlane secured the premises for her sole use and possession. (HT P. 17:1-3, 45:18-25, 46:16-25). Blalock was aware of the fact that the Lease was binding, that it was a Lease for certain premises, and was aware of the consideration (rent), and voluntarily and intentionally entered into the Lease. (HT P. 41-42).

Blalock, also claimed that the payment of rent was “contingent”, and that the entire Lease was “contingent” upon her showing up on the “move-in” date and deciding, then and there, if she actually wanted to move in and go forward with her executed Lease. Blalock’s testimony is substantially and legally different from the Court’s characterization that the parties were still negotiating. Blalock admitted that there is no contingency language in her Lease, and no contingency language on the checks she used for payment of the Lease. (HT P. 35: 1-9, 46:16-25, 47:1-3).

“The parole evidence rule "operates to exclude from judicial consideration extrinsic evidence offered to vary, add to, or contradict the terms of an integrated written agreement." *Clarke v. Di Pietro*, 525 A.2d 623, 625 (Me. 1987).” And “If a contract is integrated, evidence

offered to alter unambiguous language will be excluded by the rule. *Rogers*, 2002 ME 140, P9, 804 A.2d at 381.” In this particular matter, there were no allegations or claims of ambiguous terms, no evidence of ambiguity, singly or as a whole, so that the alleged oral agreements/contingencies of which Blalock claims, are without any evidentiary support. Paragraph 19 of the Lease (App. P. 45) clearly states that “All negotiations, considerations, representations and understandings between Lessor and Lessee are incorporated herein and *no prior agreements or understanding, written or oral*, shall be effective for any purpose.”

Blalock’s claim that the entire Lease was “contingent” upon her personal inspection on the move-in date, are nonsensical and against all evidence presented. Her allegations are insufficient as a matter of law.

Blalock simply chose to ignore the Lease and not move in, and at the same time, complained of maintenance issues and cleaning as an excuse, along with “uninhabitability”, to request her money be refunded. These claims are also unsupported by the evidence and insufficient as a matter of law.

Birchlane's uncontested testimony is that Blalock simply found the unit to be an older unit and simply didn't like it; (HT P. 49-50). Blalock's testimony and the District Court's findings that Blalock was not offered the keys is not credible as Birchlane's representative, Mr. Arroyo, was present with the keys when she arrived with her U-Haul to move in. Why else would he be there? She was given full access on the move-in date and walked throughout the apartment. She was not prevented from moving in, but made a personal decision not to move in. (HT P. 42).

Blalock raised no defenses to the formation of the contract. Corbin on Contracts indicates that there are numerous defenses to a contract, including duress, undue influence, mistake, misrepresentation, fraud, the statute of frauds, estoppel, unconscionability, lack of capacity, and illegality, and no defenses were raised by Blalock.

There was no mistake as to the condition or age of the unit, as Blalock's representatives personally inspected the unit before she executed the Lease, and her testimony is clear and uncontroverted

that after the inspection by her own aunt and uncle, she executed the Lease and paid the first month's rent.

Blalock was aware that by signing the Lease, the Lessor removed the premises from marketing and advertising, held the unit empty for her on move-in date, had it painted and secured the Lease for her. (Plaintiff's Blalock Ex 2, App. P. 75.)¹. Blalock was certainly not required to sign the Lease if she chose not to, and was free to add any conditions and agreements that she believed she needed or wanted, but failed to take any such action. She was free not to contract with Birchlane if she chose.

The Court should enforce the plain written Lease and the legal terms of it, in the absence of evidence to the contrary, which evidence does not exist in the record. "If a contract is integrated, evidence offered to alter unambiguous language will be excluded by the (parole evidence) rule. *Rogers*, 2002 ME 140, P9, 804 A.2d at 381."

¹ The handwritten notes on the e-mail were not considered by the court. (HT P. 13:12-13)

Birchlane presented its witness who testified that that there was a binding Lease between the parties and he and Birchlane are entitled to compensation based on the executed and enforceable Lease, that the premises were secured for her, painted and cleaned over the weekend before she arrived to move in, and that her unit was removed from marketing, advertising and renting to others. (App. P. 75). He further testified that his commission was required to be returned to Birchlane after Blalock breached the lease, and that Birchlane was damaged by having to re-lease the unit to another person, advertise the premises, and pay another commission.

Blalock testified at HT P. 6:14-16:

“I was interested in moving into their properties, ***signed a lease*** and went to the property to do a walk-through, but never actually moved in” ...

It is clearly an abuse of discretion for the District Court to claim that there was no contract and no meeting of the minds, and that the parties were still negotiating, after Blalock testified to the above. That testimony is conclusive of the fact that there *was* a contract, and that *Blalock* knew it was a contract.

She could have moved in and requested Birchlane to make repairs and resolve maintenance issues in accordance with the Lease, but chose not to, as ¶ 7(a) of the Lease states:

“Prior to or immediately upon taking possession of the demised premises, Lessee shall identify in writing to the Lessor with express reference to this Section 7(a), and aspect of the demised premises that is not in good, clean or satisfactory condition. Lessee’s failure to identify any such condition shall constitute Lessee’s confirmation that the demised premises were, at the beginning of the term, in good, clean and satisfactory condition.” (App. P. 39-40).

II. The District Court erred in finding an Unjust Enrichment claim when a valid contract existed between the parties.

“The remedy of "unjust enrichment describes recovery for the value of the benefit retained when there is no contractual relationship, but when, on the grounds of fairness and justice, the law compels performance of a legal and moral duty pay." *Paffhausen v. Balano*, 1998 ME 47, P6, 708 A.2d 269, 271. The existence of a contractual relationship, "precludes recovery on a theory of unjust enrichment." *June Roberts Agency, Inc. v. Venture Properties, Inc.*, 676 A.2d 46, 49 n. 1 (Me. 1996)." *Nadeau v. Pitman*, 1999 ME 104 * | 731 A.2d 863 **

The legal principal above, is all but set in stone.

"An unjust enrichment claim is brought to recover the value of the benefit retained *when there is no contractual relationship*, but when,

on the grounds of fairness and justice, the law compels performance of a legal and moral duty to pay." *Estate of*, 2008 ME 176, P. 29, 960 A.2d.1140.

In this case, *a contract existed*, the executed Lease, signed by both Blalock and a representative of Birchlane, King Weinstein. Blalock testified under oath that she entered into a binding Lease, a contract, and executed it, with consideration paid by Blalock to Birchlane. (HT P. 6:1-3, 11:3-5), There can be no unjust enrichment where there is a contract.

An unjust enrichment... "claim is established by proving that "(1) the claimant conferred a benefit on the receiving party, (2) the receiving party had appreciation or knowledge of the benefit, and (3) acceptance or retention of the benefit was under circumstances that make it inequitable for [the receiving party] to retain the benefit without payment of its value." *Estate of Anderson*, 2010 ME 10, P 10, 988 A.2d 977", *United States Bank v Thomes*, 2013 ME 60, 69 A.3d 411 (2013).

The District Court made no findings that supported its conclusory Judgment that the relationship sounded in "Unjust

Enrichment.” (App. P. 23-27). The District Court did not describe any benefit conferred on Birchlane, the factual basis for finding that Birchlane had an appreciation of that benefit conferred, or why the alleged benefit conferred was inequitable to Blalock and not Birchlane. The conclusory Judgment and total lack of factual findings are clearly insufficient as a matter of law.

Even if there were no Lease, the receiving party—Birchlane--had no appreciation of any benefit conferred upon it, as it took the apartment off the market to its detriment, and held it for Ms. Blalock exclusively, incurring lost rental income as damages, was forced to pay for additional advertising, pay another commission, and make improvements to the apartment. (App. P. 75-76).

It is not inequitable for Birchlane to retain the benefit (payment of rent), as Birchlane provided a value and benefit to Ms. Blalock, to Birchlane’s detriment. On the other hand, it would be inequitable for Ms. Blalock to receive any refund based upon the damages to Birchlane, as referenced in the email from Birchlane to Blalock after August 7. (App. P. 75-76). No matter how one views

the evidence, the equities are clearly in favor of Birchlane and against Blalock.

There is no issue that a contract exists between the parties. The District Court Judge, after remand, claimed that the parties were still negotiating and that there was no meeting of the minds. This conclusion, is contrary to the terms of the executed Lease and the evidence, and a clear error of Law without any evidentiary support. (HT P. 49:21-25, 50:1-11).

There were no continuing Lease negotiations on the move-in date as wrongly stated by the District Court. (HT P. 46:19-25, 47:1-3). Blalock did not show up to continue negotiating the Lease on August 7th, but to move in, in accordance with the Lease terms. (HT P. 31:13-16).

CONCLUSION

The District Court judgment was "*arbitrary, capricious and unreasonable*", and insufficient as a matter of law, and showed plain error in its Decision on Remand. The Findings of Facts and conclusions of law after Remand are not supported by the evidence and are also insufficient as a matter of law. No matter how one

looks at the evidence, a binding contract existed between the parties.

Dated: May 4, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Neal L. Weinstein, hereby certify that on this date a true copy of the Brief was served upon counsel at the address set forth below by electronic mail pursuant to M.R.Civ.P. 5:

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