

SHERRI ALLEY

v.

THOMAS ALLEY

Submitted on Briefs October 19, 2022  
Decided October 27, 2022

Panel: STANFILL, C.J., and MEAD, JABAR, HORTON, CONNORS, and  
LAWRENCE, JJ.

## MEMORANDUM OF DECISION

Thomas Alley appeals from a divorce judgment entered by the District Court (Ellsworth, *Roberts, J.*) after a final hearing. Contrary to Thomas's contentions, the court did not err when it found that the partial settlement agreement was enforceable and that the property referenced in the agreement is 146 Pond Shore Way, Orland, Maine, which the agreement awarded to Sherri Alley. *See Staples v. Staples*, 2001 ME 121, ¶ 9, 775 A.2d 378; *Murphy v. Murphy*, 1997 ME 103, ¶ 8, 694 A.2d 932; *Doe v. Lozano*, 2022 ME 33, ¶¶ 13, 14, 276 A.3d 44; *Dewhurst v. Dewhurst*, 2010 ME 99, ¶¶ 7, 11, 5 A.3d 23; *Blanchard v. Sawyer*, 2001 ME 18, ¶ 5, 769 A.2d 841. We therefore affirm the judgment. We also remand for the correction of a clerical error that is apparent in the judgment. *See Bridges v. Caouette*, 2020 ME 50, ¶ 11, 230 A.3d 1 (quoting M.R. Civ. P. 60); *Matheson v. Matheson*, 633 A.2d 400, 401 (Me. 1993).

The entry is:

Judgment affirmed. Remanded for the court to correct paragraph six of the judgment to indicate that 146 Pond Shore Way is awarded to the plaintiff rather than the defendant.

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Robert Van Horn, Esq., Van Horn Law Office, Ellsworth, for appellant Thomas Alley

Daniel A. Pileggi, Esq., Acadia Law Group LLC, Ellsworth, for appellee Sherri Alley

Ellsworth District Court docket number FM-2018-222  
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