

DENNIS LOJAS

v.

CINDY THOMAS et al.

Submitted on Briefs October 23, 2001
Decided: November 29, 2001

Panel: CLIFFORD, RUDMAN, DANA, SAUFLEY, ALEXANDER, and CALKINS,
JJ.

MEMORANDUM OF DECISION

Cindy and Larry Thomas appeal from a judgment of the Superior Court (Franklin County, *Gorman, J.*) affirming the judgment of the District Court (Farmington, *Mullen, J.*) in favor of Dennis Lojas on his small claim for two hundred dollars. Contrary to the Thomases' contention, without regard to whether Lojas or the Town of Eustis had conveyed title, the Thomases are contractually bound to pay the installments established in their contract with Lojas to purchase his property. *See Hill v. Hobart*, 16 Me. 164, 167 (1839) (contractual terms establish legal duties).

The entry is:

Judgment affirmed.

Attorney for plaintiff:

Richard M. Morton, Esq.
P O Box 308
Farmington, ME 04938-0308

Attorney for defendants:

Paul K. Marshall, Esq.
695 Salem Road
Kingfield, ME 04947-0182