

JULIE A. LOTHROP

v.

DOUGLAS A. LOTHROP JR.

Submitted on Briefs October 27, 2011

Decided November 1, 2011

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

#### MEMORANDUM OF DECISION

Douglas A. Lothrop Jr. appeals a judgment of the District Court (West Bath, *Tucker, J.*) entered upon Julie A. Lothrop's motions to modify and/or enforce the parties' divorce judgment.<sup>1</sup> Douglas and Julie divorced in 2008. Douglas challenges the District Court's subsequent enforcement of their divorce decree, which requires Douglas to pay Julie \$40,000 for the equity in the marital home. Contrary to Douglas's contention, there is no error of law or fact in the court's determination that the deed, in lieu of foreclosure, which the parties executed in 2010, does not constitute an accord and satisfaction of Douglas's obligation to Julie as ordered in the divorce judgment. *See Premier Capital, Inc. v. Doucette*, 2002 ME 83, ¶ 9, 797 A.2d 32 (citing *McGraw v. S.D. Warren Co.*, 656 A.2d 1222, 1224 (Me. 1995)).

The entry is:

Judgment affirmed.

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<sup>1</sup> The District Court (Rumford, *Stanfill, J.*) entered the parties' initial divorce judgment in 2008. The matter was later transferred to the District Court (West Bath).

On the briefs:

Stephean C. Chute, Esq., Carey & Associates, P.A., Rumford, for appellant  
Doug Lothrop

Carolyn Asquith, Esq., Topsham, for appellee Julie Lothrop

West Bath District Court docket no. FM 2010-135  
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