

GARDINER FEDERAL CREDIT UNION

v.

RICHARD E. HAMILTON SR.

Submitted on Briefs November 28, 2012

Decided December 4, 2012

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

MEMORANDUM OF DECISION

Richard E. Hamilton Sr. appeals from a judgment of the Superior Court (Kennebec County, *Mills, J.*) granting summary judgment in favor of Gardiner Federal Credit Union on its complaint for breach of contract and Hamilton's counterclaim. Contrary to Hamilton's contention, the court did not err by granting summary judgment in favor of Gardiner Federal Credit Union. *See Budge v. Town of Millinocket*, 2012 ME 122, ¶ 12, --- A.3d ---; *N. Star Capital Acquisition, LLC v. Victor*, 2009 ME 129, ¶ 8, 894 A.2d 1278. In addition, the court's (*Mills, Murray, JJ.*) determinations not to hold a discovery conference pursuant to M.R. Civ. P. 26(g) or join Gardiner Federal Credit Union's counsel as a party pursuant to M.R. Civ. P. 20(a) were within the bounds of the court's discretion. *See Sanseverino v. Gregor*, 2011 ME 8, ¶ 7, 10 A.3d 735; *Mitchell v. Kieliszek*, 2006 ME 70, ¶ 21, 900 A.2d 719 (Alexander, J., concurring).

The entry is:

Judgment affirmed.

On the briefs:

Richard E. Hamilton, Sr., appellant pro se

Elizabeth G. Stouder, Esq., and Heidi J. Hart, Esq., Richardson, Whitman,
Large & Badger, Portland, for appellee Gardiner Federal Credit Union

Kennebec County Superior Court docket number CV-2011-52
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