

ELIZABETH M. HUTZ et al.

v.

JAMES G. MOVCHAN et al.

Submitted on Briefs April 21, 2016

Decided May 3, 2016

Panel: ALEXANDER, MEAD, GORMAN, HJELM, and HUMPHREY, JJ.

MEMORANDUM OF DECISION

James G. Movchan, Marvin A. Smith, and Shelley J. Smith (collectively, Movchan) appeal from a summary judgment entered by the Superior Court (York County, *Fritzsche, J.*) in favor of Elizabeth M. Hutz and Llewellyn P.H. Alden (collectively, Hutz). Contrary to Movchan's contention, oral modifications that he alleges were made to a promissory note secured by a mortgage fail as a matter of law because they were not sufficiently definite and involved no new consideration. *See Rice v. Cook*, 2015 ME 49, ¶ 11, 115 A.3d 86; *Panasonic Commc'ns & Sys. Co. v. Dep't of Admin., Bureau of Purchases*, 1997 ME 43, ¶¶ 12-13, 691 A.2d 190. Thus, no genuine issue of material fact exists as to whether Movchan breached the agreement and defaulted on its terms. In addition, the court did not abuse its discretion in awarding Hutz attorney fees. *See First NH Banks Granite State v. Scarborough*, 615 A.2d 248, 251 (Me. 1992) (concluding that attorney fees in the amount of \$50,000 in a foreclosure matter were not an abuse of discretion).

The entry is:

Judgment affirmed.

On the briefs:

Thomas Danylik, Esq., Woodman Edmands Danylik Austin Smith & Jacques, P.A., Biddeford, for appellants James G. Movchan, Marvin A. Smith, and Shelley J. Smith

John P. Giffune, Esq., Verrill Dana, LLP, Portland, for appellee Elizabeth M. Hutz

Wendy J. Paradis, Esq., and Daniel J. Murphy, Esq., Bernstein Shur, Portland, for appellee Llewellyn P.H. Alden