

JEFFREY M. RIEDL et al.

v.

JAMES H. MCCONCHIE et al.

Argued September 17, 2020
Decided September 24, 2020

Panel: MEAD, GORMAN, JABAR, HUMPHREY, HORTON, and CONNORS, JJ.

MEMORANDUM OF DECISION

Jeffrey M. Riedl and Christine E. Riedl appeal from a summary judgment entered by the trial court (Knox County, *Mallonee, J.*) in favor of McConchie Properties, LLC, on their claims for breach of contract, negligence, and negligent misrepresentation. The Riedls contended that McConchie Properties, LLC, agreed to guarantee repayment of loans made by the Riedls to James H. McConchie and Linda C. McConchie, that McConchie Properties, LLC, was negligent in connection with its alleged guarantee, and that McConchie Properties, LLC, negligently misrepresented its intention to guarantee repayment of the loans.

Contrary to the Riedls' arguments on appeal, the trial court did not err in deciding that they had failed to make a prima facie showing that there was an enforceable contract to guarantee repayment, that McConchie Properties, LLC, had any pecuniary interest in the transaction for the purposes of the negligent misrepresentation claim, or that McConchie Properties, LLC, owed them a fiduciary duty, or duty of care, for purposes of their negligence claim. *See Savell v. Duddy*, 2016 ME 139, ¶ 18, 147 A.3d 1179 ("A party seeking to avoid summary judgment must adduce prima facie evidence as to each element of a

claim or defense that the party asserts”); *McClare v. Rocha*, 2014 ME 4, ¶ 16, 86 A.3d 22 (“A contract exists when the parties mutually assent to be bound by all its material terms, the assent is either expressly or impliedly manifested in the contract, and the contract is sufficiently definite.”) (quotation marks omitted); *Budzko v. One City Ctr. Assocs.*, 2001 ME 37, ¶ 10, 767 A.2d 310 (“A duty is an obligation, to which the law will give recognition and effect, to conform to a particular manner of conduct toward another.”) (quotation marks omitted); *Chapman v. Rideout*, 568 A.2d 829, 830 (Me. 1990) (categorizing the pecuniary interest requirement as an element of negligent misrepresentation).

The entry is:

Judgment affirmed.

Patrick J. Mellor, Esq. (orally), Strout & Payson, P.A., Rockland, for appellants Jeffrey M. Riedl and Christine E. Riedl

David J. Perkins, Esq. (orally), Curtis Thaxter LLC, Portland, for appellee McConchie Properties, LLC