

CITY OF LEWISTON

v.

NORMAND ROUSSEAU et al.

Argued January 14, 2003
Decided February 21, 2003

Panel: SAUFLEY, C.J., and RUDMAN, DANA, ALEXANDER, CALKINS, and
LEVY, JJ.

MEMORANDUM OF DECISION

Normand Rousseau appeals from the decision of the Superior Court (Androscoggin County, *Gorman, J.*) granting the City of Lewiston's motion for summary judgment. Contrary to Rousseau's argument, the element upon which he relied to demonstrate a breach of contract was not material to the contract, and the court did not err in granting a summary judgment to the City on Rousseau's counterclaim. *See Associated Builders, Inc. v. Coggins*, 1999 ME 12, ¶¶ 3, 7, 722 A.2d 1278, 1280-81.

The entry is:

Judgment affirmed.

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