

CHRISTOPHER VINCENTY et al.

v.

MITCHELL CARTER et al.

Submitted on Briefs June 24, 2004  
Decided July 23, 2004

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

MEMORANDUM OF DECISION

Mitchell Carter and Pati Lee Vitt appeal from a summary judgment, a denial of a motion for relief from judgment, and a final judgment of the Superior Court (Hancock County, *Mead, J.*) adopting an arbitrator's award to Carter and Vitt regarding a partnership dispute with Christopher Vincenty and Lisa Ann Burton. Contrary to Carter and Vitt's contentions, the court did not err in entering a summary judgment on the question of termination of the partnership nor did the court err in entering a final judgment based on the arbitrator's award. *Am. Prot. Ins. Co. v. Acadia Ins. Co.*, 2003 ME 6, ¶ 11, 814 A.2d 989, 993 (stating that extrinsic evidence may be considered only if the contract was ambiguous); *Merrick*

*v. Northwestern Mut. Life Ins. Co.*, 2004 ME 66, ¶ 7, --- A.2d ---, --- (stating that, to be ambiguous, a contract must be “reasonably susceptible of different interpretations”) (quoting *Cambridge Mut. Fire Ins. Co. v. Vallee*, 687 A.2d 956, 957 (Me. 1996)). Finally, the court did not exceed the bounds of its discretion in denying Carter and Vitt’s motion for relief from judgment. *Estate of McCormick*, 2001 ME 24, ¶ 35, 765 A.2d 552, 564 (stating that on a Rule 60(b) motion, the moving party “bears the ‘burden of proving that the judgment should be set aside”) (quoting *Keybank Nat’l Ass’n v. Sargent*, 2000 ME 153, ¶ 13, 758 A.2d 528, 533).

The entry is:

Judgment affirmed.

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