

WELLS FARGO BANK OF MINNESOTA, N.A.

v.

MICHELLE T. BERRY et al.

Submitted on Briefs July 18, 2006
Decided August 2, 2006

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

MEMORANDUM OF DECISION

Michelle T. Berry appeals from a judgment entered in the District Court (Farmington, *Jabar, J.*), finding that Wells Fargo Bank of Minnesota, N.A., had standing to bring an action for reformation of her mortgage deed, that the parties to the underlying mortgage transaction labored under a mutual mistake, and that the mortgage deed could be reformed to reflect the parties' intent. Contrary to Berry's contentions, the court did not err when it found that Wells Fargo, as a privy to both the mortgagor and the mortgagee, had standing to bring an action for reformation. *See Jones v. Carrier*, 473 A.2d 867, 869 (Me. 1984); *Grappo v. Mauch*, 887 P.2d

740, 741 (Nev. 1994) (per curiam); *Stubbs v. Standard Life Ass'n*, 242 P.2d 819, 821 (Colo. 1952). Further, contrary to Berry's contentions, the court did not err in admitting extrinsic evidence at odds with the unambiguous, but incomplete language of the mortgage deed. *See Jordan v. Shea*, 2002 ME 36, ¶ 18, 791 A.2d 116, 122.

The entry is:

Judgment affirmed.

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