

DANIEL G. LILLEY LAW OFFICES, P.A.

v.

AQUAVISION, LTD. et al.

Argued September 17, 2008

Decided October 16, 2008

Panel: SAUFLEY, C.J., and ALEXANDER, LEVY, SILVER, MEAD, and GORMAN, JJ.

MEMORANDUM OF DECISION

AquaVision, Ltd., James R. Dondorf, and Maureen E. Dondorf appeal from a judgment of the Superior Court (Cumberland County, *Warren, J.*) in favor of Daniel G. Lilley Law Offices, P.A. (the Law Office) on the Law Office's complaint seeking payment on a promissory note. The Law Office cross-appeals as to the court's award of overtime pay to Maureen on her counterclaim.

Contrary to Aquavision and the Dondorfs' contention, the record adequately supports the court's findings that they agreed to grant to the Law Office a ship's mortgage to secure the Law Office's loan of \$20,000, that the agreement contained sufficiently definite terms to be enforceable, and that Aquavision and the Dondorfs breached the agreement by failing to execute such a mortgage. *See Sullivan v. Porter*, 2004 ME 134, ¶¶ 12, 13, 861 A.2d 625, 631. The record also supports the court's calculation of overtime pay due to Maureen, *see Avery v. Kennebec Millwork, Inc.*, 2004 ME 147, ¶ 3, 861 A.2d 634, 635, as well as its award of attorney fees and costs to the Law Office, *see Kilroy v. Northeast Sunspaces, Inc.*, 2007 ME 119, ¶ 6, 930 A.2d 1060, 1062.

Pursuant to M.R. App. P. 13(a), no additional costs or further attorney fees on appeal are awarded to either party.

The entry is:

Judgment affirmed. No costs to either party.

**Attorney for Aquavision, Ltd.,
James R. Dondorf, and Maureen E. Dondorf:**

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