

FOREST HILL, LLC

v.

KENNETH JOHNSON et al.

Submitted on Briefs January 24, 2008
Decided February 5, 2008

Panel: CLIFFORD, ALEXANDER, LEVY, MEAD, and GORMAN, JJ.

MEMORANDUM OF DECISION

Kenneth Johnson and Kenneth Theobald appeal from a summary judgment entered in the Superior Court (Penobscot County, *Hjelm, J.*) finding them jointly and severally liable for the full amount due under two promissory notes held by Forest Hill, LLC. Contrary to their contention, there is no genuine issue of material fact regarding Johnson's and Theobald's liability under both notes. *See* M.R. Civ. P. 56(c), (h); *see also Stanley v. Hancock County Comm'rs*, 2004 ME 157, ¶ 13, 864 A.2d 169, 174. Instead, the plain language of the unlimited guaranties signed by Johnson and Theobald establishes that they are jointly and severally liable for the full amount due under both notes. *See Spottiswoode v.*

Levine, 1999 ME 79, ¶ 16, 730 A.2d 166, 172 (providing that the interpretation of an unambiguous guaranty is a question of law reviewed de novo).

The entry is:

Judgment affirmed.

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