

MAINE SUPREME JUDICIAL COURT

Reporter of Decisions  
Decision No. Mem 25-44  
Docket No. Cum-24-311

RICHARD A. LIBERTY et al.

v.

ALVIN G. MACK et al.

Argued April 10, 2025  
Decided April 17, 2025

Panel: STANFILL, C.J., and MEAD, CONNORS, LAWRENCE, and DOUGLAS, JJ.

#### MEMORANDUM OF DECISION

Richard A. Liberty and Linda Liberty appeal from a judgment entered by the Superior Court (Cumberland County, *McKeon, J.*) for Alvin G. Mack and Big Mack Development, Inc. denying the Libertys' claim for breach of their contractual right of first refusal with regard to a certain parcel of real estate.<sup>1</sup> On appeal, the Libertys contend that the court erred when it concluded that they were not entitled to damages as a result of Mack's breach of contact. We disagree.

The court did not clearly err when it found that, although there was a contract between the parties and Mack had breached the contract, the Libertys had not met their burden of proving that they were damaged by the breach. *See Pew v. Sayler*, 2015 ME 120, ¶ 25, 123 A.3d 522; *Tobin v. Barter*, 2014 ME 51,

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<sup>1</sup> Although the Libertys' amended complaint included three counts for relief, they voluntarily dismissed Count 3 (warranty deed covenant claims) prior to the bench trial, and the court issued judgment for Mack and Big Mack Development, Inc. on Count 2 (fraudulent conveyance) at the close of the Libertys' evidence.

¶¶ 9-10, 89 A.3d 1088; *H&B Realty, LLC v. JJ Cars, LLC*, 2021 ME 14, ¶ 10, 246 A.3d 1176.

The entry is:

Judgment affirmed.

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Gerald B. Schofield, Jr., Esq. (orally), Hopkinson & Abbondanza, P.A., Portland, for appellant Richard A. Liberty and Linda Liberty

Steven E. Cope, Esq. (orally), Cope Law Firm, Portland, for appellee Alvin G. Mack

Cumberland County Superior Court docket number RE-2019-106  
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