

MACHIAS SAVINGS BANK,
Plaintiff

v.

THOMAS REILLY,
Defendant

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DECISION AND JUDGMENT

Trial was held in this matter on October 20, 2008. Plaintiff presented evidence through its officer Chris Fitzpatrick and through various exhibits. Defendant appeared through his attorney, but failed either to appear personally or to offer any evidence. Based on the evidence presented, the Court finds that Defendant is liable to Plaintiff pursuant to his First Amendment to Unlimited Guaranty of Payment and Performance dated October 15, 2003. Defendant failed to meet his burden on his counterclaims or on any other claims or defenses.

Accordingly, judgment is hereby entered as follows:

1. Judgment is granted in favor of Plaintiff, Machias Savings Bank, against Defendant, Thomas Reilly, on the Complaint, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), together with (a) prejudgment interest at the statutory rate of 5.77 percent *per annum*, commencing on February 5, 2005; (b) postjudgment interest at the statutory rate of 9.42 percent *per annum*; and (c) reasonable attorney's fees and costs of collections in the amount of \$83,786.62.
2. Judgment is granted against Defendant on all counterclaims.
3. Judgment is granted against Defendant on any of Defendant's third-party claims pending before the Court.
4. The Clerk is specifically directed to enter this judgment on the civil docket by notation, incorporating it by reference pursuant to Rule 79(a) of the Maine Rules of Civil Procedure.

SO ORDERED.

Date: November 3, 2008

Thomas E. Humphrey
Chief Justice, Superior Court

Docket Entry: 11/6/08