

SUPREME COURT OF RHODE ISLAND

John F. McBurney v. Armand A. Teixeira

875 A.2d 439 (R.I. 2005) · No. No. 2000-283-Appeal · Decided June 15, 2005

SUMMARY

The Supreme Court of Rhode Island affirmed summary judgment against John F. McBurney in his intentional-interference-with-contractual-relations claim against Armand A. Teixeira. The court held that a broad general release executed in connection with McBurney's prior action against Joseph J. Roszkowski unambiguously released Teixeira, an associate of Roszkowski's firm, from claims arising from the same core facts. The court therefore did not reach the statute-of-limitations issue relied upon by the Superior Court.

CASE DETAILS

COURT	Supreme Court of Rhode Island
WRITING FOR THE COURT	Per Curiam; Williams, C.J.; Goldberg, J.; Flaherty, J.; Suttell, J.; Robinson, J.
JURISDICTION	Rhode Island
DECIDED	June 15, 2005
DOCKET	No. 2000-283-Appeal
DISPOSITION	affirmed
PROCEDURAL POSTURE	McBurney appealed from the Superior Court's grant of summary judgment for Teixeira. The Supreme Court affirmed on the alternative ground that a general release barred the claim.
STANDARD OF REVIEW	Summary judgment is reviewed under the applicable summary-judgment standard; the Supreme Court may affirm a Superior Court judgment on any legally supported ground, including a ground not relied upon below.
PRECEDENTIAL VALUE	Published opinion; precedential
PARTIES	John F. McBurney v. Armand A. Teixeira

TOPICS

intentional interference with contract

contract interpretation

summary judgment

affirmative defenses

appellate procedure

PRACTICE AREAS

Contracts

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QUESTIONS PRESENTED

1. Whether the broad general release executed by McBurney in connection with his settled action against Roszkowski barred his related intentional-interference claim against Teixeira.
2. Whether the Superior Court judgment could be affirmed on the release ground even though the Superior Court granted summary judgment solely on the statute-of-limitations ground.

HOLDINGS

1. The clear and unambiguous general release barred McBurney's claim against Teixeira because the release covered Roszkowski's firm, agents, employees, attorneys, affiliates, and associates, and extended to any claims arising in connection with McBurney's original action against Roszkowski.
2. The Supreme Court could affirm the Superior Court judgment on the release ground even though the motion justice granted summary judgment solely because the claim was untimely.

KEY QUOTATIONS

"If the court finds that the terms of an agreement are clear and unambiguous, the task of judicial construction is at an end and the agreement must be applied as written." (875 A.2d at 442-43)

"We are of the opinion that the broad, all-encompassing language of the document is clear and unambiguous and susceptible only to one reasonable interpretation." (875 A.2d at 443)

"Accordingly, we are of the opinion that summary judgment was properly entered against the plaintiff." (875 A.2d at 444)

FACTUAL BACKGROUND

McBurney represented Shirley Salerno Bergeron under an attorney-client contingency-fee agreement arising from a personal-injury claim. McBurney alleged that Teixeira, while an associate of Roszkowski, made false statements to Bergeron about McBurney's handling of the case, causing Bergeron to discharge McBurney and retain Teixeira. McBurney previously settled related litigation against Roszkowski and executed a broad release covering Roszkowski's firm, associates, attorneys, and other persons, including claims known or unknown arising in connection with that litigation.

PROCEDURAL HISTORY

McBurney sued Teixeira for intentionally interfering with McBurney's contractual relationship with a former client. Teixeira moved for summary judgment, arguing that the claim was barred by a general release and by the statute of limitations. The Superior Court granted summary judgment solely on the statute-of-limitations ground. The Supreme Court affirmed, holding that the release independently barred the action and therefore declining to reach the limitations issue.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

The record was remanded to the Superior Court following affirmance of the judgment.

CASES CITED

- *McBurney v. Roszkowski*, 875 A.2d 428 (R.I. 2005)
- *W.P. Associates v. Forcier, Inc.*, 637 A.2d 353, 356 (R.I. 1994)
- *Nelson v. Ptaszek*, 505 A.2d 1141, 1143 (R.I. 1986)
- *Dudzik v. Leeson Corp.*, 473 A.2d 762, 765 (R.I. 1984)
- *Maciszewski v. Flatley*, 814 A.2d 342, 345 (R.I. 2003)