

SUPREME JUDICIAL COURT OF MAINE

Charles D. Wardwell v. John R. Duggins et al.

2016 ME 55 (2016) · No. Ken-14-545 · Decided April 12, 2016

SUMMARY

The Maine Supreme Judicial Court affirmed a judgment declaring that an easement created by a 1954 deed encompassed access for logging, hunting, and recreation. The court held that, although the deed's language was unambiguous as to the easement's existence, its scope required consideration of extrinsic evidence concerning the parties' reasonably foreseeable uses.

CASE DETAILS

COURT	Supreme Judicial Court of Maine
WRITING FOR THE COURT	Hjelm, J.; Saufley, C.J.; Alexander, J.; Mead, J.; Gorman, J.; Jabar, J.
JURISDICTION	Maine
DECIDED	April 12, 2016
DOCKET	Ken-14-545
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from the denial of a Maine Rule of Civil Procedure 59(e) motion to amend a declaratory judgment defining the scope of an express easement.
STANDARD OF REVIEW	The denial of a Rule 59(e) motion is reviewed for abuse of discretion. Whether deed language is ambiguous is reviewed de novo, while the trial court's determination of the parties' objective intent from extrinsic evidence is reviewed for clear error.
PRECEDENTIAL VALUE	Published precedential opinion of the Supreme Judicial Court of Maine
PARTIES	Charles D. Wardwell v. John R. Duggins, Corie L. Duggins

TOPICS

[easements](#) [real estate](#) [declaratory judgment](#) [appellate procedure](#) [standard of review](#)

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the language of the 1954 deed was ambiguous regarding the scope and permitted uses of the easement.
2. Whether extrinsic evidence supported including hunting and recreational activity within the scope of the easement.
3. Whether the Superior Court abused its discretion by denying Wardwell's Rule 59(e) motion to amend the judgment.

HOLDINGS

1. The deed language unambiguously created an easement, but its purpose and scope could not be determined from the deed's face because the phrase 'as now laid out and used' required consideration of extrinsic evidence concerning the uses existing at the time of the grant.
2. Hunting and recreation were uses contemplated by the parties to the original conveyance and therefore fell within the scope of the easement.
3. The Superior Court did not abuse its discretion by refusing to amend the judgment to exclude hunting and recreation from the scope of the easement.

KEY QUOTATIONS

“The scope of a party’s easement rights must be determined from the unambiguous language on the face of the deed.” (¶ 10)

“In determining the scope of an easement, the question is whether a particular use would have been within the contemplation of the parties to the original conveyance.” (¶ 12)

FACTUAL BACKGROUND

The Dugginses owned land benefited by an express easement crossing Wardwell's abutting property. The easement was created by a 1954 deed reserving a right of way by foot or vehicle over the property as then laid out and used, and the dominant estate and easement later passed through several conveyances to the Dugginses. The right-of-way had been used for logging and, according to testimony, for hunting, fishing, trapping, walking, and other recreation. After the Dugginses improved the right-of-way with gravel and a culvert, Wardwell challenged the scope of the easement.

PROCEDURAL HISTORY

Wardwell filed an action seeking a declaration that the Dugginses' uses and improvements of an easement exceeded its scope. After a nonjury trial, the Kennebec County Superior Court declared that the easement permitted ingress and egress by foot and vehicle for logging, hunting, and recreation, ordered repairs for damage to Wardwell's property, and awarded Wardwell nominal trespass damages. The court denied Wardwell's Rule 59(e) motion to remove hunting and recreation from the declaration, and Wardwell appealed.

DISPOSITION

affirmed

CASES CITED

- French v. Estate of Gutzan, 2015 ME 152, ¶ 7, 128 A.3d 657
- Wells Fargo Bank, N.A. v. Burek, 2013 ME 87, ¶ 14, 81 A.3d 330
- Laux v. Harrington, 2012 ME 18, ¶ 11, 38 A.3d 318
- Anchors v. Manter, 1998 ME 152, ¶ 16, 714 A.2d 134
- Fine Line, Inc. v. Blake, 677 A.2d 1061, 1063-64 (Me. 1996)
- Flaherty v. Muther, 2011 ME 32, ¶ 56, 17 A.3d 640
- Badger v. Hill, 404 A.2d 222, 225 (Me. 1979)
- Guild v. Hinman, 1997 ME 120, ¶¶ 7-8, 695 A.2d 1190
- Pettee v. Young, 2001 ME 156, ¶ 15, 783 A.2d 637
- Sleeper v. Loring, 2013 ME 112, ¶ 20, 83 A.3d 769
- S.D. Warren Co. v. Vernon, 1997 ME 161, ¶¶ 2, 15, 697 A.2d 1280
- Edwards v. Blackman, 2015 ME 165, ¶ 34, 129 A.3d 971
- Brown v. Warchalowski, 471 A.2d 1026, 1029 (Me. 1984)
- Lyons v. Baptist Sch. of Christian Training, 2002 ME 137, ¶ 13, 804 A.2d 364