

MAINE SUPREME JUDICIAL COURT

Reporter of Decisions

Decision: 2026 ME 103
Docket: Fra-25-550
Argued: September 8, 2026
Decided: October 22, 2026

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

DARBY SABIN

v.

SHAWN D. NEWCOMB et al.

CONNORS, J.

[¶1] Darby Sabin appeals from an order of the Superior Court (Franklin County, *Mills, A.R.J.*) dismissing her complaint against Shawn Newcomb, Cynthia Soucy, and Owen Soucy. After careful review, we hold that Darby’s¹ complaint sufficiently alleges a claim for tortious interference with an expectancy of inheritance. We therefore vacate the dismissal and remand for further proceedings consistent with this opinion.

¹ Due to the shared last names of multiple parties, we refer to them throughout by their first names.

I. BACKGROUND

A. Factual History

[¶2] The following facts are drawn from the factual allegations in the complaint, and, at the motion to dismiss stage, these allegations are viewed in the light most favorable to the plaintiff. *See Meridian Med. Sys. LLC, v. Epix Therapeutics, Inc.*, 2021 ME 24, ¶ 2, 250 A.3d 122.

[¶3] Steven Sabin, whose estate is at issue here, had three children: Paul, Kelly, and Janice. Paul predeceased Steven, leaving behind one daughter, Darby. Steven also had two stepchildren, Shawn and Cynthia.

[¶4] In early 2022, as Steven and his wife, Christine, began experiencing cognitive decline, Steven executed a will and a financial power of attorney (“POA”). The will nominated Janice and Shawn as joint personal representatives and provided that Darby would receive what would have been Paul’s share of the estate.² The POA appointed Shawn as Steven’s agent and granted Shawn a significant range of authority. Among Shawn’s powers were the ability to transfer, revocably or irrevocably, any real, tangible, or intangible property. The POA further granted Shawn the power to give any property to any person,

² Even if Steven’s will had not noted Paul’s death and provided for Darby to take Steven’s share, Maine’s anti-lapse statute would have resulted in Paul’s share going to Darby. *See* 18-C M.R.S. § 2-603 (2026).

including himself, whether or not the gift was consistent with Steven’s prior wills or giving patterns. The POA concluded by exonerating Shawn from most liability associated with his actions as agent. The POA did, however, provide that Shawn would be subject to liability for breaches committed with dishonesty, improper motive, or reckless disregard for the POA’s purposes. *See* 18-C M.R.S. § 5-915(1) (2026).³

[¶5] In mid-2022, various members of Steven’s family, including Darby, began to care for Steven in his home in Wilton, Maine, and Christine “was moved” to a “memory care” facility. Cynthia soon began insisting that Steven move into a senior living facility, complaining that her two sons, their girlfriends, and their pets lived with her, and that her son Owen should move into Steven’s home. Steven objected to leaving his home, but a year later, “was moved” into the facility. Owen moved into Steven’s property almost immediately after Steven was moved out. Owen was said to have been paying

³ Section 5-915, entitled “**Exoneration of agent**,” provides:

A provision in a power of attorney relieving an agent of liability for breach of duty is binding on the principal and the principal’s successors in interest except to the extent the provision:

1. **Dishonesty, improper motive, reckless indifference.** Relieves the agent of liability for breach of duty committed dishonestly, with an improper motive or with reckless indifference to the purposes of the power of attorney; or
2. **Abuse of relationship.** Was inserted as a result of an abuse of a confidential or fiduciary relationship with the principal.

rent, but it is believed that the sum of any such rent was significantly below fair market rental value.

[¶6] Christine died in February 2024, leaving Steven as sole owner of the property. In early March 2024, Shawn hired a real estate agent and had the property listed for sale for \$225,000. At that time, Shawn had already agreed to sell the property to Owen for far less than its fair market value. On March 29, 2024, the property was sold to Owen for \$105,000, with Shawn also giving Owen a “seller credit” of \$5000. Shawn’s use of a licensed real estate agent to sell the property to Owen for less than half of fair market value was to give the transaction the illusion of propriety.

[¶7] Shawn deposited the proceeds from the sale in a bank account owned jointly by himself, Steven, and Cynthia. As a result, the funds were not a part of the estate but went to Shawn and Cynthia upon Steven’s death. Shortly after Steven died on June 21, 2024, Shawn and Cynthia split the money between themselves and claimed that no money was left from the sale of the house. Regarding this diversion of the sale proceeds, Cynthia stated, “I felt guilty at first—but I talked myself into it.” Cynthia also told Darby that Darby would receive more money if she would help Cynthia and Shawn disinherit other family members.

[¶8] Aside from the house transaction, the complaint alleges other events, such as the disappearance of Steven's valuable baseball card collection and Cynthia's denial of knowledge as to where it had gone, although she had been the one who took it from Steven a few years prior. Also, Steven's antique coin collection has not been located.

[¶9] In July 2024, Shawn informed Darby that investment accounts had been set up in Steven's name to be disbursed upon his death so as to avoid probate. Shawn told Janice that the proceeds from the sale of the property would be divided in four, wrongfully excluding a share for Kelly's son Bradley, which he was entitled to because Kelly had died in a car accident in September 2023. On August 12, 2024, Shawn gave Darby a check for \$7000 and led Darby to believe that Cynthia would be giving her additional money from the accounts at a later date. When Darby confronted Shawn in August about her not having received her share of the proceeds from the sale of the property, Shawn said that she would be getting it. Cynthia and Shawn have refused to answer inquiries regarding what they did with Steven's property.

B. Procedural History

[¶10] In March 2025, Darby filed suit in Franklin County Superior Court, naming Shawn, Cynthia, and Owen as defendants. Darby sought recovery on

four counts: “tortious interference with [an] expectancy [of inheritance],” “constructive trust,” “conspiracy,” and “punitive damages.”⁴

[¶11] The next month, each defendant filed a motion under Maine Rule of Civil Procedure 12 (b)(6) to dismiss the complaint for failure to state a claim. The court, (*Mills, A.R.J.*), granted the motions in November 2025 and dismissed the action. Darby timely appealed. *See* M.R. App. P. 2B(c)(1).

II. DISCUSSION

[¶12] The defendants raise two arguments in support of the dismissal of Darby’s complaint: the allegations are insufficient to state a claim as to the nature and extent of Darby’s expectancy, and the POA immunizes them from liability. We address each argument in turn but first note the liberal nature of notice pleading.

⁴ In the complaint, Darby indicates that some of these claims may not amount to separate causes of action. They do not. *See Zani v. Zani*, 2023 ME 42, ¶ 16, 299 A.3d. 9 (noting that a constructive trust is a remedy, not a cause of action); *Pettengill v. Turo*, 159 Me. 350, 362, 193 A.2d 367, 374 (1963) (noting that punitive damages are recoverable in tort actions when the facts indicate malice, fraud, or wanton and reckless disregard of plaintiffs’ rights). There also is no separate cause of action for civil conspiracy in Maine. *Cohen v. Bowdoin*, 288 A.2d 106, 110 (Me. 1972). Hence, the complaint effectively asserts one cause of action, tortious interference with expectancy, seeking the remedies, inter alia, of a constructive trust and punitive damages.

A. Under notice pleading, the complaint need only give fair notice of the cause of action by providing a short and plain statement of the claim showing that the pleader is entitled to relief.

[¶13] When evaluating the legal sufficiency of a complaint, we “review it de novo in the light most favorable to the plaintiff, accepting the material facts it alleges as true, to determine whether the complaint could entitle the plaintiff to relief on some theory.” *Garey v. Stanford Mgmt., LLC.*, 2024 ME 46, ¶ 7, 319 A.3d 1022. A motion to dismiss should be granted only when there is no set of alleged facts that could support a judgment for the plaintiff. *See Dragomir v. Spring Harbor Hosp.*, 2009 ME 51, ¶ 15, 970 A.2d 310; *Hall v. Bd. of Env’t Prot.*, 498 A.2d 260, 266 (Me. 1985).

[¶14] Maine applies a notice pleading standard, which requires only that a complaint “give fair notice of the cause of action by providing a short and plain statement of the claim showing that the pleader is entitled to relief.” *Garey*, 2024 ME 46, ¶ 7, 319 A.3d 1022. “Notice-pleading simply requires that a defendant be provided with fair notice of the claim against him, and is sufficiently performed by a rather generalized statement.” *Champagne v. Mid-Maine Med. Ctr.*, 1998 ME 87, ¶ 17, 711 A.2d 842 (quotation marks omitted).

B. The complaint sufficiently alleges that Darby had an expectancy of inheritance that she would have received absent the defendants' interference.

[¶15] The elements for tortious interference with an expectancy of inheritance are

(1) the existence of an expectancy of inheritance; (2) an intentional interference by a defendant through tortious conduct, such as fraud, duress, or undue influence; (3) a reasonable certainty that the expectancy of inheritance would have been realized but for the defendant's interference; and (4) damage resulting from that interference.

Morrill v. Morrill, 1998 ME 133, ¶ 7, 712 A.2d 1039. The defendants argue, and the trial court concluded, that Darby failed sufficiently to allege the nature and extent of her expectancy. We disagree.

[¶16] The complaint avers that Darby is Steven's grandchild; that she is named in the will and took Paul's place upon his death; and lists various items, including the fair market value of a house, which, she explains in some detail, were diverted by the defendants. That is enough to put the defendants on notice of the nature of her claim.

[¶17] The trial court and the defendants appear to have misapprehended the following language in *Morrill*:

[A] factfinder may infer, from the mere fact that the plaintiff is the child of his parents, that he had an expectancy of inheriting something from his parents. In order *to demonstrate* to a

reasonable certainty that the inheritance would have been received but for the actions of the tortfeasor, the plaintiff *must present evidence* on the source, nature and extent of the expected inheritance. *That evidence* may include the intestacy of the parents, the existence and content of any previous or existing will, and the previous transfers of property out of the parents' ownership or control during their lifetimes. The amount or value of the property to have been received *must be proven* to a reasonable degree of certainty but need not be proven with exactitude.

Accordingly, the plaintiff has the burden of *proving* both the existence and the extent of the expectancy. If the plaintiff fails to *offer evidence* of the existence and extent of the expectancy, the mere fact of that parental relationship would be insufficient to establish a prima facie case of tortious interference with an expected inheritance.

Id. ¶¶ 8-9 (emphasis added) (footnotes omitted).

[¶18] As use of words like “demonstrate,” “present evidence,” and “proving” indicates, *Morrill*, which involved a review after trial, *id.* ¶ 3, addressed the type of evidence needed eventually to prevail on the claim *at trial*.⁵

⁵ The concurrence in *Morrill* used similar terminology regarding the need for the plaintiff to “prove” the extent of his expectancy. *Morrill*, 1998 ME 133, ¶¶ 10, 12, 712 A.2d 1039 (Saufley, J., concurring). The concurrence noted that “[a]t trial,” the plaintiff “presented no more than the bald fact of his biological relationship” and that “the only evidence presented” on the existence, nature, or extent of his expectancy was this biological relationship. *Id.* ¶ 11. The majority opinion and concurrence both indicated that proof of both the nature and extent of a legacy would be needed to survive a motion for a judgment as a matter of law, i.e., after the pleading stage, when the plaintiff is required to submit evidence to support her claim. *See id.* ¶¶ 6, 12.

[¶19] At the pleading stage, it is enough that Darby noted the source—the will and her status as grandchild—and the nature of her expectancy, including her share of the value of the house.⁶

[¶20] The third element of the tort requires a showing that the property in question would have been inherited but for the tortious interference of the defendants. *Id.* ¶ 7. Cynthia and Owen argue that because the property could have been transferred to anyone, even during Steven’s lifetime, the allegations are insufficient to support that, absent interference, the property would have been inherited. This argument is foreclosed by our precedent.

[¶21] An inheritance need not be irrevocable to support a tortious interference claim. *See, e.g., Harmon v. Harmon*, 404 A.2d 1020, 1022 (Me. 1979). As *Harmon* indicates, transfers made during the testator’s lifetime can still give rise to a claim of tortious interference with an expectancy of inheritance, and our concern lies with the “*expectation*, and not the *certainty*, that the legatees would have received a future benefit under the will.” *Id.*

⁶ Darby’s complaint does not allege what portion of the estate she was going to inherit. Even if identification of this portion were required at the pleading stage, we may, as the parties conceded at oral argument, take judicial notice of the contents of the will, which recites that Darby was entitled to a share of the residual estate equal to that of the other listed residual beneficiaries. *See* M.R. Evid. 201; *see also In re Guardianship of Jewel M.*, 2010 ME 80, ¶ 24, 2 A.3d 301.

[¶22] The complaint alleges, inter alia, that Shawn transferred the house while Steven was alive at a grossly reduced price. The facts that the transfer was made while Steven was alive and that the transfer could have been to anyone does not negate the facts that making such a transfer prevented Steven from changing his mind about who should receive an inheritance and that the much-reduced sale price of the house diminished what Darby would otherwise have expected to receive from her grandfather's estate. This is sufficient to support the claim. *See Harmon*, 404 A.2d at 1022; *Cyr v. Cote*, 396 A.2d 1013, 1018 (Me. 1979); *Plimpton v. Gerrard*, 668 A.2d 882, 886 (Me. 1995).

C. The POA does not shield from liability acts committed in bad faith.

[¶23] The defendants urge this Court to hold that even if Shawn acted improperly in transferring the property, the broad exonerations found in the POA shield them from liability. While defendants are right that the POA granted Shawn vast authority and widely exonerated him, there are duties that cannot be waived by a POA. Among them is the duty to act in good faith. 18-C M.R.S. § 5-914(1)(B) (2026). The statute goes on to define good faith as “honesty in fact.” 18-C M.R.S. § 5-902(4) (2026); *see also* 18-C M.R.S. § 5-915(1); *supra* n.3 (noting a POA cannot exonerate an agent who acts with “[d]ishonesty, improper motive, [or] reckless indifference”).

[¶24] No one disputes that, under the POA, Shawn could transfer property to anyone, gift items to whomever he chose, and place funds into accounts. But, if those actions were taken with a dishonest mind or improper motive, the statute will supersede any exoneration that might be found in the POA itself. *See* 18-C M.R.S. § 5-914(1)(B).

[¶25] Darby sufficiently alleges that the defendants' actions were taken in bad faith. The complaint alleges that Shawn posted the property for sale with a real estate agent simply to give the appearance of propriety, even though a decision had already been made to sell it to Owen for half of its value. The complaint also alleges that the proceeds of the sale were put in an account owned jointly by Cynthia, Shawn, and Steven, so that when Steven died, the funds would go to Shawn and Cynthia rather than into the estate. And Darby alleges that she was not named on bank accounts as a pay-on-death beneficiary.

[¶26] These facts, which are treated as true for the purposes of the motion to dismiss, plead three bases for bad faith. Posting a home for sale, which gives the aura that anyone can buy it, when actually a decision to sell it at a more than fifty percent discount has already been made, is dishonest. Shawn's placing the proceeds from that sale into a bank account to keep it from going into the estate ,with the goal of keeping the money for himself and Cynthia, is

both dishonest and demonstrates the improper motive of self-enrichment.⁷ So, too, is not putting Darby on some investment accounts as a pay-on-death beneficiary. These actions show reckless indifference to the POA's purpose of carrying forth Steven's wishes, as solidified in his will, that Darby receive an equal share of his estate. When these allegations are taken together, the complaint contains a short statement putting defendants on notice that Darby claims that they acted in bad faith and why. *See Garey*, 2024 ME 46, ¶ 7, 319 A.3d 1022. That is all Darby needs to do at this stage of the case.

III. CONCLUSION

[¶27] Darby adequately pleaded that the defendants committed the tort of interference with an expectancy of an inheritance by identifying her status as a grandchild and a legatee in Steven's will and alleging that the defendants diverted to themselves property that would otherwise have been shared with Darby as a part of the estate. Evidence supporting these claims and providing further detail as to the nature, extent, and value of what would have gone to Darby is left to be fleshed out at trial. Nor did the POA immunize the defendants

⁷ Shawn argues that selling the home for far less than fair market value does not show dishonesty because he put the proceeds in a bank account with Steven's name on it. That argument is not persuasive because it fails to reckon with the allegation that Shawn only put the proceeds in such an account so that, upon Steven's death, the money would avoid the estate and go straight to Shawn and Cynthia.

from the bad faith acts that were adequately alleged in the complaint. By statute, no POA, however broad, is a license to steal.

The entry is:

Judgment of dismissal vacated as to all counts.
Remanded for further proceedings consistent
with this opinion.

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