

SUPREME COURT OF THE STATE OF NEW YORK
Appellate Division, Fourth Judicial Department

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CA 20-00701

PRESENT: WHALEN, P.J., CENTRA, PERADOTTO, LINDLEY, AND TROUTMAN, JJ.

AUDREY E. SILLS, AS EXECUTOR OF THE
ESTATE OF ANGELINE V. SILLS, DECEASED,
PLAINTIFF-RESPONDENT,

V

MEMORANDUM AND ORDER

JOAN ROYSTON, DEFENDANT-APPELLANT.

IN THE MATTER OF AUDREY E. SILLS, AS EXECUTOR
OF THE ESTATE OF ANGELINE V. SILLS,
DECEASED, PETITIONER-RESPONDENT,

V

FLEET NATIONAL BANK, ET AL., RESPONDENTS,
JOAN ROYSTON AND KIRK RICHARDSON,
RESPONDENTS-APPELLANTS.

LAW OFFICE OF RONALD R. BENJAMIN, BINGHAMTON (RONALD R. BENJAMIN OF
COUNSEL), FOR DEFENDANT-APPELLANT AND RESPONDENTS-APPELLANTS.

LAW OFFICE OF PAUL ARGENTIERI, HORNELL (PAUL A. ARGENTIERI OF
COUNSEL), FOR PLAINTIFF-RESPONDENT AND PETITIONER-RESPONDENT.

Appeal from an order of the Supreme Court, Steuben County
(Patrick F. McAllister, A.J.), entered January 24, 2020. The order,
insofar as appealed from, granted the motion of plaintiff-petitioner
to enforce a settlement agreement and directed defendant-respondent
Joan Royston to pay \$300,000 to the Estate of Angeline V. Sills.

It is hereby ORDERED that the order so appealed from is
unanimously affirmed without costs.

Memorandum: We affirm for reasons stated in the decision at
Supreme Court. We write only to note that the contentions of
defendant-respondent Joan Royston and respondent Kirk Richardson
questioning whether all the material terms for a contract or an intent
to be bound were established are raised for the first time on appeal
and thus are not properly before us (*see Ciesinski v Town of Aurora*,
202 AD2d 984, 985 [4th Dept 1994]).

Entered: April 30, 2021

Mark W. Bennett
Clerk of the Court