



Free Legal Help for Maine's Seniors

August 17, 2018

Deborah Mattson  
P.O. Box 27  
Hallowell, ME 04347

**RE: *Leol Corson v. Jill Beck and Jacob Beck*; Lin. Cty. Sup. Ct. docket #RE-18-08**

Dear Deborah,

Thank you for agreeing to serve as mediator for this matter. Please accept this letter as Plaintiff Leol Corson's mediation statement, submitted solely for the purpose of compromise negotiations, and subject to applicable law governing settlement communications including Maine Rule of Evidence 408.

## **I. Background and Summary**

For some time, Plaintiff Leol Corson, who is now 85 years old and in poor health, has faced medical issues that make it untenable for him to live alone. In September of 2016 a number of the family members (not party to this lawsuit) who had lived with and cared for Plaintiff at his home at 1913 Bristol Road in Bristol moved out of his home. Defendants, who are Plaintiff's favorite granddaughter and her husband, had recently moved to Maine from Orem, Utah. Thereafter, while Plaintiff was living alone and without sufficient care, Defendants offered to buy Plaintiff's home at significantly less than market value by taking over the mortgage (the equity in the home, essentially, transferred to Defendants for free) and promised to move in with Plaintiff and provide the care he needed to continue to live in his home.

In November 2016 Defendant Jill Beck presented Plaintiff with a Purchase and Sale Agreement describing the transfer of his home, all of his real estate, and all of his personal possessions located in his home and on his land to the Defendants for \$105,000 (assumption of the outstanding mortgage). Plaintiff signed that agreement to transfer his home and property in Bristol<sup>1</sup> (valued by the town of Bristol at \$125,000 and by him at \$175,000) and his personal property<sup>2</sup> (valued by Plaintiff at \$50,000) for no payment and

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<sup>1</sup> Defendants attempted to sell Leol's home earlier this year with an asking price of \$139,000.

<sup>2</sup> Defendants have been actively attempting to sell Leol's personal property since they took possession of his home, including a chest freezer, refrigerator and collectible

without counsel or representation by an attorney. The attorney who consulted with both sides in this matter submitted an affidavit explicitly stating that he did not provide independent counsel to Plaintiff regarding this transfer.

Thereafter, despite their promises and assurances, Defendants did not move in and care for Plaintiff. As a result, Plaintiff's son and daughter in law moved in to care for Plaintiff but they were eventually served with eviction notices by Defendants and left. Plaintiff thereafter was forced to move out of his home in order to be cared for by his son and daughter in law, where he remains in their care at this time. *See Complaint*, attached as Exhibit A.

In March of this year Plaintiff filed a three count complaint (Improvident Transfer of Title, Abuse of a Confidential Relationship, and Unjust Enrichment) against the Defendants. He also filed for, and obtained, an *ex parte* attachment regarding all of the real estate and personal property involved in this matter. *See Motion for Approval of Attachment*, attached hereto as Exhibit B.

## **II. Plaintiff's Claims Against Defendants**

Chief among Plaintiff's causes of action is Improvident Transfer of Title. Plaintiff is 60 years of age or older, is a dependent person due to various serious, age related medical issues, he has transferred real estate or more than 10% of what he owns<sup>3</sup> to family members for less than value (in fact for no payment), without independent representation by counsel. There does not appear to be any dispute regarding these facts.

Additionally, Plaintiff asserts that he conferred a benefit on the Defendants that they appreciated or had knowledge of, and that acceptance and retention of that benefit (namely all of the material items Plaintiff owned in the world and his home transferred to them for no payment) would constitute unjust enrichment. Plaintiff also asserts that Defendants abused a confidential relationship, as he placed trust and confidence in the Defendants and there was a great disparity of position and influence in the relationship.

## **III. Defendants' Claims Against Plaintiff**

While Defendants did not file an opposition to Plaintiff's motion seeking *ex parte* attachment, through counsel they generally denied the allegations in the motion.

In April of this year Defendants did file an Answer generally denying Plaintiff's claims and including a Counterclaim in two counts alleging misrepresentation by Plaintiff regarding the condition of the septic system and the condition of the home they received from Plaintiff. *See, Answer, Affirmative Defenses and Counterclaim* attached hereto as Exhibit C.

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National Geographic magazines. At this point, Leol is unable to determine what specific personal property has been sold.

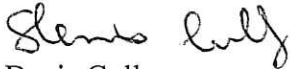
<sup>3</sup> All of his real estate and all of his personal property.

#### IV. Settlement Position

Plaintiff, at present, suffers not just from the loss of everything he owned of value in this world to those he loved for no compensation, but, due to MaineCare eligibility standards – specifically penalties contained in the MaineCare Eligibility Manual at Part 15, section 1.8 – he could suffer a large MaineCare penalty, in the form of a denial of care should he need assisted living, nursing facility, or home based care any time before December of 2021. Whether or not the transfers accomplished through the deed and purchase and sale agreement were intentional exploitation or amateur estate planning gone wrong, the ramifications and the penalties are the same and will accrue to Plaintiff alone.

Before a civil action was begun in this matter there was long, fruitless, correspondence between counsel for Defendants and the attorney who helped execute the transfers at issue. Post-filing there have been informal, and more focused, discussions regarding resolution. There are no specific proposals for resolution extant at the moment but we look forward to working with you in an effort to reach a mutually acceptable compromise resolution of this matter.

Yours truly,



Denis Culley

DC/

Cc: Jonathan Davis, Esq.  
Leol Corson