

STATE OF MAINE
LINCOLN, ss.

SUPERIOR COURT
Docket No. RE-18-08

LEOL CORSON,)
Plaintiff)
)
vs.)
)
JACOB BECK & JILL BECK,)
Defendants.)

DEPOSITION OF: JAMES W. GALLAGHER

Taken before Heather M. Williams, a Notary Public in and for the State of Maine, at the offices of Powers & French, at 209 Main Street, Freeport, Maine, on Monday, July 30, 2018, commencing at 10:07 A.M., pursuant to notice given.

APPEARANCES:

For the Plaintiff:	DENIS CULLEY, ESQ.
	ANGELA MORGAN, ESQ.

For the Defendants:	JONATHAN M. DAVIS, ESQ.
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Also present	TIMOTHY J. KIMPTON, ESQ.
	Jacob Beck

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STIPULATIONS

It is hereby agreed by and between the parties that signature is not waived.

JAMES W. GALLAGHER, having been duly sworn by the Notary Public, was examined and deposed as follows:

EXAMINATION

BY MR. DAVIS:

Q Your name is James Gallagher?

A Correct.

Q And how do you spell your last name?

A G-A-L-L-A-G-H-E-R.

Q And Mr. Gallagher, you're here today, and I appreciate you accepting service of the subpoena for this deposition, to be deposed in the matter of Leol Corson versus Jacob and Jill Beck. Have you ever been deposed before?

A No.

Q Have you ever sat through a deposition before?

A Many times.

Q Well, then you're probably familiar with the rules. And I'll just go through them in a summary fashion so that we're all on the same page.

A Yes.

1 MR. CULLEY: Jonathan, before you do that, I
2 wanted to put my objection on the record.

3 Dennis Culley, I have an Exhibit 1. This is an
4 objection related to the deposition. It -- it goes
5 to the attorney-client privileges that will
6 inevitably be at issue here.

7 Attorney Gallagher has served as a lifelong --
8 well, long -- very long-term attorney for Leol
9 Corson. Served as at least a title attorney, or at
10 most, it's hard to say, for defendant Mr. Beck and --
11 and Jill Beck, codefendant. And so I raise an
12 objection.

13 And I want to note that this deposition sort of,
14 although there has been talk of it for a while, I
15 got -- I got actual notice of it Friday. And I
16 immediately filed a -- I sent a paper copy of this
17 objection to Attorney Davis and I also sent a PDF of
18 it to him immediately. So that's -- that's an
19 exhibit I wanted to put into evidence -- well, put
20 into the record.

21 The other is an exhibit regarding the nature of
22 Attorney Gallagher's representation. Although the
23 Rules of Evidence Rule 502 does have a waiver in
24 certain joint representation situations, it's not
25 clear that this is one of those situations. This is

1 an e-mail that was sent pursuant to the document
2 request from Attorney Davis, Exhibit -- it's labeled
3 Exhibit 2, and it's an e-mail about -- between Mr.
4 Beck and Attorney Gallagher wherein Attorney
5 Gallagher responds to a question from Mr. Beck, Mr.
6 Beck asking: I did want to clarify -- this is the
7 e-mail of November 14 -- I did want to clarify a
8 piece that I believe you mentioned to me, but I'm
9 unclear on it and I apologize. Will GVD -- and I
10 think that means Attorney Gallagher's law firm -- act
11 as the title company or will we need to have a
12 separate title company get involved and would we just
13 hold the closing at your office? If we need another
14 title company, I think we may need to revise the
15 paperwork and show that they are holding the earnest
16 money in escrow.

17 And the reply, it's Attorney Gallagher, replies
18 explaining a little bit about title companies: Title
19 companies are just lawyers hiding behind a company
20 name to avoid liability if they miss something. I
21 can however ethically represent only Leol. And then
22 he suggests a few other lawyers that might represent.

23 And I think Attorney Gallagher, a long
24 practicing attorney, was right, that he had this
25 ethical issue and maybe sidestepped in the idea of

1 being title attorney. So the nature of the privilege
2 here is amorphous and at this moment I construe it as
3 title attorney issues are privileged. Anything
4 beyond that -- or the privilege is waived. Anything
5 beyond that remain privileged related to Mr. Corson.

6 MR. DAVIS: Did you get a copy of Exhibit 2?

7 MR. CULLEY: Okay. And I'll have some
8 objections to documents once they get in. There were
9 documents that were sent -- apparently, and this -- I
10 don't know if it was said on the record, but
11 apparently the two -- two attorneys representing --
12 attorneys for plaintiff and attorneys for defendant
13 got documents in anticipation of this deposition but
14 different documents from Attorney Gallagher because
15 of the different nature of his representation of the
16 two different entities at issue. So apparently we
17 don't all have the same documents. But I also
18 have -- will have objections to some of the documents
19 which are outside of the time period of the subpoena.

20 So that's about it for now. I -- it's
21 complicated.

22 MR. DAVIS: All right.

23 BY MR. DAVIS:

24 Q So again, Mr. Gallagher, I'll recap some of the rules
25 for the deposition.

1 The first rule of course is that the court
2 reporter is making a transcript of our conversation,
3 so one person needs to answer at a time. I'd ask you
4 to give me the courtesy of finishing my question and
5 I'll try my best to give you the courtesy of
6 completing your answer before I ask another question.
7 Is that okay?

8 A Yes.

9 Q And the other, since the -- since we're being
10 transcribed, the recording of the transcript won't
11 pick up nods or other nonverbal responses. So please
12 do your best to keep your responses verbal, okay?

13 A Yes.

14 Q Are there -- is there any reason that today you're
15 not able to hear and understand questions? Do you
16 have any physical or medical conditions or similar
17 conditions?

18 A I wear two hearing aids, I have a very badly infected
19 left ear, but I can hear you.

20 Q Well, and I have the air conditioner running in the
21 background because I think this room is going to get
22 really hot. I'm already pretty warm myself. But if
23 it would make it easier, I'd be happy to turn it
24 down.

25 A Let's see how it goes.

1 Q And also, if I ask a question that you don't hear or
2 that you don't understand, please don't guess as to
3 what my question is; please ask me to clarify and
4 I'll be happy to do so if I'm able, okay?

5 A Understood.

6 Q And you heard Mr. Culley speak about objections, the
7 idea being that when an attorney makes an objection,
8 please don't answer the question. Please stop
9 immediately and let the objection be put on the
10 record. There may be circumstances where I will ask
11 you to answer the question anyway. And I would ask
12 you to do so unless one of the other attorneys in the
13 office instructs you not to do so, primarily on the
14 basis of an attorney-client privilege. Is that
15 clear?

16 A Yes.

17 Q Now, you filed an affidavit in this matter.

18 Oh, the other thing is we're -- we can take a
19 break any time you want, if you want to speak to your
20 attorney or just to get some fresh air, that's fine.
21 The restroom is down at the end of the hallway; there
22 is water available. If you want to take a break,
23 just let us know. I would ask however if you can --
24 if there's a pending question, that you finish your
25 answer to the question before we take a break. Is

1 that fair enough?

2 A Understood.

3 Q So you filed a -- what I've marked as Deposition
4 Exhibit Number 1. You signed an affidavit regarding
5 this matter. Have you seen that document before?

6 A Yes.

7 Q And that's your acknowledged signature on page 2
8 dated March 6, 2018?

9 A Yes.

10 Q And in that document, you provided some statements
11 about the work that you've completed that you engaged
12 in regarding the purchase of property located at 1913
13 Bristol Road, correct?

14 A Would you repeat the question again?

15 Q Sure.

16 A I'm sorry. I was reading the document.

17 Q And this affidavit concerns some of the work you did
18 regarding work for property at 1913 Bristol Road in
19 Bristol, Maine, correct?

20 A Correct.

21 Q And your affidavit in paragraph 6 speaks about I
22 provided no counsel or assistance to any of parties
23 of the -- to the November 16 Purchase and Sale
24 Agreement in the negotiation, drafting, or execution
25 of that Agreement.

1 Did you have a meeting with the parties in the
2 month of November prior to the November 16 Purchase
3 and Sale Agreement; do you recall?

4 A I don't believe I did.

5 Q So you don't -- do you recall whether there was a
6 meeting at your office on November 8, 2016?

7 MR. CULLEY: I'm going to object.

8 You -- your subpoena had specifically limited
9 the time period to November 11 to December 31 as a
10 subject of the deposition.

11 MR. DAVIS: The subpoena I believe referenced
12 that's the document period that was requested.

13 MR. CULLEY: Okay.

14 MR. DAVIS: And I'm not asking questions about
15 any documents.

16 MR. CULLEY: About a document, okay.

17 MR. DAVIS: I'm asking questions based on his
18 affidavit of what the involvement was in the month of
19 November.

20 BY MR. DAVIS:

21 Q And I'm asking -- the question was do you recall
22 meeting on November 8, 2016 at your office regarding
23 Mr. Corson and 1913 Bristol Road?

24 A I may have met with Mr. Corson earlier in the month,
25 but I believe it was on another matter involving

1 estate planning.

2 Q Do you recall at that meeting whether --

3 MR. CULLEY: Yes, I'm going to object again,
4 attorney-client privilege.

5 He's specifically talking about a meeting with
6 Leol Corson that was with just Leol Corson. One of
7 the things I base my objection on is the obvious
8 unbundling of his -- of his attorney-client
9 relationship with -- with Mr. Beck pursuant to Rule
10 11, representation can be unbundled. His
11 representation for -- with Mr. Corson is long-term
12 family attorney; representation with Mr. Beck is
13 something else. And this is about a meeting with Mr.
14 Corson. So --

15 MR. DAVIS: Let me rephrase my question, if I
16 may.

17 BY MR. DAVIS:

18 Q Do you recall meeting on November 8, 2016 with Leol
19 Corson, Jacob Beck, Matt -- and Matthew Corson at
20 your office?

21 A I do not remember the date specifically. I do
22 remember that we had a meeting with Mr. Beck,
23 Mrs. Beck, Leol Corson in my office in my conference
24 room. I do not remember the date.

25 Q And do you recall if that was before or after the

1 November 16 Purchase and Sale Agreement?

2 A I don't recall.

3 Q One of the things you were asked to bring with you
4 was your complete copy, including calendars and
5 billing records. Do you have those records with you?

6 A I do.

7 Q Would reviewing those records assist you in answering
8 this question?

9 A It might.

10 MR. DAVIS: Let's go off the record.

11 (Off the record briefly.)

12 MR. DAVIS: Let's go back on the record.

13 BY MR. DAVIS:

14 Q Mr. Gallagher, you've just reviewed some of the
15 documents that you brought with you today. And in
16 reviewing those documents, did that -- do those
17 documents refresh your recollection about a meeting
18 with Mr. Corson prior to November 16 -- in the month
19 of November 2016 but prior to November 16?

20 A The -- the calendar indicates I had a meeting with
21 Leol Corson.

22 Q And do you today recall whether any other person such
23 as Mr. Beck or Matthew Corson were present at said
24 meeting?

25 A Which date?

1 Q On November 8, 2016?

2 A I do not remember whether they were or not.

3 Q And counsel gave you what I've marked as Exhibit 2.
4 And you have -- your attorney has copies there and
5 I'll hand you a copy. Exhibit 2 is a -- a series of
6 e-mails between you and Mr. Beck in November of 2016?
7 Is that an accurate summary of those documents, at
8 least the first two e-mails?

9 A I don't specifically remember this e-mail. Doesn't
10 mean it didn't happen; I do not specifically remember
11 it.

12 Q So did you in November of 2016 engage in e-mail
13 correspondence with Mr. Beck regarding Mr. Corson?

14 A According to this, I did.

15 Q And on page 2 of said e-mail, I'm looking at the
16 middle section of it, it appears to be an e-mail from
17 Jacob Beck sent Thursday, November 10, 2016 at 10:17
18 A.M. Is it your testimony now that you do not recall
19 these e-mails?

20 A Again, I do not remember. We type, as I'm sure you
21 do as well, multiple e-mails every day. I don't
22 remember this one specifically. It appears to have
23 come from my office.

24 Q And if you take a look at Deposition -- well, going
25 back to that, would it have been common for you to

1 make referrals to clients or potential clients
2 who might --

3 MR. CULLEY: I have a question about this
4 document if it's going to be an exhibit. It looks
5 like it's an e-mail from Jacob to -- to Attorney
6 Gallagher. Then it looks like -- maybe I'm reading
7 this wrong -- an e-mail from Attorney Gallagher to
8 Jacob? What is that second --

9 MR. KIMPTON: I think that's correct. He's
10 replying, and these are --

11 MR. CULLEY: I don't see anything in it.

12 MR. KIMPTON: These are Attorney Gallagher's
13 comments at the end of each question.

14 MR. CULLEY: Right.

15 MR. DAVIS: Down below.

16 MR. CULLEY: But what about the second e-mail?
17 What is that? Oh, it's just -- was it like an auto
18 respond or something? Is this the whole content of
19 the second e-mail?

20 MR. KIMPTON: I think the second e-mail starts
21 here.

22 MR. DAVIS: On the bottom of page --

23 MR. KIMPTON: Page 1.

24 MR. CULLEY: And this e-mail from Gallagher to
25 Beck?

1 MR. KIMPTON: And that's included, like if --
2 does that look right to you?

3 MS. MORGAN: It looks like it was copy and
4 pasted.

5 MR. KIMPTON: I think it's a reply, but instead
6 of typing at the top, he just --

7 MR. CULLEY: Oh, yes, I see that one. But it
8 looks like there's two e-mails from Gallagher to
9 Beck. I mean, does -- right, this is from Beck to --

10 MR. DAVIS: May I, Denis?

11 MR. CULLEY: Sure. Oh, yes.

12 BY MR. DAVIS:

13 Q Mr. Gallagher, among the documents that you brought
14 in today, did you bring your copies of e-mail
15 correspondence regarding this matter for the period
16 that was requested in the subpoena?

17 A No. I -- it's just too voluminous to bring in. I
18 can provide it. Again, there are some issues about
19 confidentiality that I'd be very concerned about.

20 Q So would it be your office's practice for you to
21 archive or somehow keep or maintain copies of e-mail
22 correspondence?

23 A I never delete any e-mail correspondence, so it would
24 be on my machine.

25 Q Okay. Let's skip Number 2 for a moment.

1 I'm going to hand you Deposition Exhibit Number
2 3. That's the Purchase and Sale Agreement for 1913
3 Bristol Road; is that correct?

4 A Yes.

5 Q And your affidavit states that you are not involved
6 in the drafting of this document?

7 A That's correct.

8 Q And is that consistent with your recollection today?

9 A It is.

10 Q And do you recall when the first time you saw the
11 contract, when you received a copy of that, when that
12 might have been?

13 A I believe we were all in a meeting together. There
14 would have been Mr. Beck, there would have been
15 his -- I believe his wife was there. There was some
16 issue with regard at one point to his -- with his
17 wife getting time off because it was a -- she was on
18 a new job or maybe he was on a new job.

19 Q When you say his wife, you're referring to Mr. Beck's
20 wife --

21 A Yes.

22 Q -- Jill Beck?

23 A Yes.

24 Q Okay.

25 A And there was -- in fact, there was an e-mail

1 somewhere where Mr. Beck writes me and says that
2 because of the newness of their job, they're not
3 allowed to take time off for any purpose. I -- I do
4 remember that.

5 Anyway, I remember being handed this document.
6 And at that point, as I -- my recollection is it was
7 a fait accompli. This did not come out of my office.
8 I -- I don't -- I don't prepare this kind of a broker
9 type contract.

10 Q And is your recollection that -- so to summarize,
11 your recollection is that this was handed to you at a
12 meeting, you believe Mr. Beck was present. Do you
13 recall if anyone else was present at that meeting?

14 A I believe Leol may have been present at that meeting
15 as well.

16 Q And what if anything did either Mr. Beck or Leol say
17 at this meeting regarding the contract and this deal?
18 How was this explained to you?

19 MR. CULLEY: I'm going to object on
20 attorney-client privilege. What Mr. Corson shared
21 with his long-term attorney I think is a matter of
22 attorney-client privilege.

23 MR. DAVIS: And the response to that of course
24 is that if it was a statement made in front of Mr.
25 Beck, which the deponent just suggested it was in a

1 meeting with the three parties --

2 MR. CULLEY: If he says that, sure.

3 BY MR. DAVIS:

4 Q Was -- did this conversation occur with both Mr. Beck
5 and Mr. Corson; to the best of your recollection?

6 A To the best of my recollection, yes. I could be
7 wrong. It's a year and a half ago, almost two years
8 ago.

9 Q And would that have been a scheduled meeting, would
10 that be reflected on your calendar?

11 A Mr. Corson had a way of just dropping into my office
12 without making appointments. And if it was possible
13 for me to see him, I usually would. I don't know
14 whether he came in unannounced or not. He might have
15 come in unannounced with his granddaughter and her
16 husband in tow. I really cannot remember.

17 Q Would reviewing your calendar assist you in
18 refreshing your recollection?

19 A No.

20 Q Your calendar would not know who made the appointment
21 or who's coming in?

22 A No. No. And in addition, sometimes on the calendar
23 if Leol or an old client just pops in for some quick
24 advice or whatever, my secretaries will add it to the
25 calendar afterwards just as a reminder for billing

1 purposes.

2 Q And as your -- I apologize, I suggested I'd do my
3 best not to interrupt your answer, and I was just
4 doing so. I'll --

5 A Apology accepted.

6 Q I do apologize.

7 Would -- you were also asked to bring your
8 billing records today. Would reviewing your billing
9 records assist you in recalling the specific details
10 of who was present and how you received this
11 contract?

12 A I did bring my billing records.

13 Again, I apologize, I've got this lousy summer
14 cold coming on. And so if I'm snorting a little
15 bit --

16 Q I have -- I have tissues right over there, sir.

17 A I brought some extras in my pocket.

18 There's a calendar. Again, we get into an issue
19 you guys are going to have to solve. Because looking
20 at my billing records, my billing records for 11/8
21 would not indicate that I was talking at all about
22 the Purchase and Sale Agreement. It was another
23 matter for Mr. Corson alone and had nothing to do
24 with that.

25 Q Of which I'm not going to ask any further questions.

1 A I'm not going to answer, so --

2 I did a total run, what we call a total run,
3 which would indicate any bills that I've had with
4 Leol Corson during 2016. And it would indicate
5 payments and invoices going out; it does not indicate
6 what the invoice was for.

7 I brought in a similar run and an actual billing
8 sheet for Mr. Beck, your client. And all those have
9 to do with the purchase of real estate in Bristol.

10 I did a similar run for the entire month -- when
11 I say I did, I don't have the technical grasp to do
12 this, my secretary and bookkeeper ran it for me.
13 Even has some of your time on there, which there was
14 no charge for. So it does not help me --

15 Q So you --

16 A -- other than to say that the -- the time that
17 involves Leol Corson was not -- at least as indicated
18 on this on November 8, was not related to purchase,
19 but was rather related to --

20 Q Other matters?

21 A -- estate planning and other matters.

22 Q And so again, I -- the question on the table,
23 however, concerned presentation of the Purchase and
24 Sale Agreement. And so you don't recall or have any
25 recollection about how that was presented to you?

1 A I do recall that it was completed. It was not
2 completed in my office.

3 To the best of my recollection, this document
4 came in in essentially the format that you see it
5 here as Deposition Exhibit Number 3. I do not
6 remember -- we would not use this format, so I know
7 we did not complete it. It was brought to my office
8 as is whenever it was brought to my office. And if I
9 were to have something like this, I would fill it in
10 on a computer, I would not hand write it.

11 Q And so at some point, you had -- did you have
12 communication via e-mail with Mr. Beck about what
13 your role needed to be or could be in this
14 transaction in the purchase of 1913 Bristol Road?

15 A I did.

16 Q And would you take a look at Number 4, deponent's
17 Exhibit Number 4? Just let me know when you've had
18 an opportunity to review this e-mail, these two
19 e-mails, excuse me.

20 A This is the same e-mail -- well, go ahead. I've read
21 it.

22 Q And it appears to be an e-mail from Mr. Beck to you
23 November 14 at 11:23 with a response from you at
24 12:37 --

25 A Correct.

1 Q -- on the same date?

2 And am I fairly summarizing the -- the top
3 e-mail from Mr. Beck about asking logistic questions
4 about the mechanics of closing and title and the
5 like?

6 A Yes.

7 Q And he's asking what services your office can
8 provide, correct?

9 A Correct.

10 Q And your response -- and Mr. Culley brought this up
11 as we began your deposition today -- your response
12 was: Title companies are just lawyers hiding behind
13 a company to avoid liability if the, presumably they,
14 miss something. I however can only ethically
15 represent -- I can however ethically only represent
16 Leol. And you proceed to offer some other
17 suggestions of competent counsel who may be able to
18 assist Mr. and Mrs. Beck?

19 A That's what the e-mail says.

20 Q So as of November 14, 2016 at 12:37 P.M., were you
21 only representing Mr. Corson in this matter?

22 A Yes, I would say that's what is indicated.

23 Q And at some point, did that change?

24 A Yes.

25 Q Do you recall how or when that changed?

1 A I believe it changed -- this is again the best of my
2 own recollection -- I believe it changed whenever
3 this contract was brought to my office. I believe
4 that Mr. Corson was in the office, I believe Mr. Beck
5 was in the office, I believe Mrs. Beck was in the
6 office. I believe she was sitting at the end of the
7 table where the court reporter is sitting; I would
8 have been sitting where you are sitting, Mr. Davis; I
9 believe Mr. Beck was sitting where I am sitting.
10 I -- I don't remember where Leol was at that point; I
11 believe he was there.

12 I would have seen this contract. At that point,
13 I would have probably told them, as we -- as a
14 general practice that we generally do not like to
15 represent more than one side of a party. It's
16 problematic, or can be, as this case proves. If we
17 do, in rare cases when we do, it usually is because
18 there's an old client, someone who's been with our
19 firm for a long time, or maybe both parties have been
20 with our firm for a long time.

21 In that case, I normally -- and I -- I'm sure
22 I -- as sure as I am that I'm sitting here mentioned
23 to them that it is our normal practice to issue a
24 letter which both parties would sign indicating that
25 if we represent both parties and a problem arises, we

1 would cease representing either of the parties and
2 they'd both have to get their own counsel.

3 I have looked through my file everywhere to try
4 to find if that was ever put down in writing. I
5 cannot find anywhere in my file that was ever put
6 down in writing. But I am as sure as I say as I'm
7 sitting here right now that I told all the parties
8 that at that meeting. And it would have been at that
9 point that I made a decision that given it was
10 basically a simple real estate transaction moving
11 forward, that I would try to accommodate both my old
12 client and Mr. Beck.

13 Q So -- and to help me understand the timing, again,
14 November 14 -- Monday, November 14, 12:37, it appears
15 you're only working for Mr. Corson, Leol Corson?

16 A Yes.

17 Q That changes. And that changes when you receive --
18 when does that change?

19 A It changes when I receive the contract. But -- and
20 I'm -- again I'm not sure of the timeframe here
21 myself. But I am -- I am very certain that it would
22 not have changed until after I saw that there was
23 actually a Purchase and Sale Agreement. Otherwise,
24 I'd have no reason to make that statement.

25 Apparently at some point Mr. Beck had asked

1 about whether I would be willing to do that, that
2 says it's the 14th. It very well could have been the
3 14th; I do not remember. I normally would recommend
4 either Rob Gregory or -- or Hylie West as extremely
5 competent real estate counsel and that would have
6 been it.

7 Q And so would it have been your practice to discuss
8 the limits that your -- that -- that expanding your
9 representation in a real estate transaction to
10 discuss the limits that would be imposed upon you if
11 you were going to be representing more than one
12 party?

13 MR. CULLEY: I'm going to object to the form of
14 the question. I don't think I understand what that
15 means.

16 A Me neither.

17 BY MR. DAVIS:

18 Q So let me -- let me try again.

19 So I -- if you're being asked to work on more
20 than one side of a real estate transaction, do I
21 understand correctly that it would have been your
22 practice to have something in writing signed by both
23 parties to the transaction?

24 A Yes.

25 Q And can you generally summarize for me what that

1 writing would typically contain?

2 A It would typically contain both parties' names and
3 addresses at the top of the document. It would then
4 contain a statement that I've been asked to represent
5 both purchaser and seller in a real estate
6 transaction, that in representing the purchaser, we
7 would be doing essentially title work and perhaps
8 financing work, in representing the buyer, we would
9 be essentially limiting ourselves to the issuance of
10 a -- or the drafting and issuance of a deed, RETTD
11 form, and any other associated forms, that if in the
12 course of conducting title search or any other time a
13 difference arose between the parties, that I would no
14 longer represent either one of those parties and they
15 would each have to find their own attorney at that
16 point.

17 Q And so does the letter disclose in essence -- and if
18 I'm putting words in your mouth unfairly, please
19 clarify -- that from -- for the buyer's perspective,
20 it's a title search and a closing and issuance of
21 title insurance perhaps?

22 A You're putting words in my mouth, or you're not
23 putting all the words in my mouth.

24 Q Can you clarify again? And I'm sorry.

25 A It could involve financing. In other words, we might

1 be required to work with a bank in order to provide
2 certain documents for a purchaser.

3 Q And is the absence -- is your inability to locate a
4 copy of such a letter for the Corson and Beck matter
5 surprising to you?

6 A Reflecting on the closing itself, no, I don't think
7 it is surprising. It probably is the product of my
8 having represented Leol for so many years and
9 probably having spoken with Mr. Beck, who he and his
10 wife seemed like very honest and decent people.

11 Q And would you -- as -- as -- will you take a look at
12 Number -- what I've marked as Number 5. We're fast
13 forwarding now towards some of the logistics of
14 getting ready for closing.

15 In the course of getting ready for closing, did
16 you have -- you completed a title search?

17 A Yes.

18 Q And did you find any matters of interest from the
19 title perspective that you found unusual?

20 A No. I was quite familiar with Mr. Corson's title,
21 having worked on that before.

22 Q Well, would you take a moment just to look at Number
23 5, Deposition Number 5?

24 A Mm-hmm.

25 Q And just let me know when you've had an opportunity

1 to review it.

2 A (Witness is examining document.)

3 I've finished.

4 Q So can you summarize what this e-mail exchange is
5 about from your recollection based on your review of
6 the e-mails of December 12, 2016? Again, Deposition
7 Exhibit 5? What's going on here?

8 A It appears to note that in doing our title, we
9 discovered that Mr. Corson had refinanced at some
10 point, not using our firm, through Nationstar
11 Mortgage, and we needed to proceed to find the payoff
12 for that note.

13 Q Do you recall at any point in time in this general
14 period there being a discussion with both Mr. Corson
15 and -- so I'm not asking about a conversation just
16 with Mr. Corson, I'm asking about a conversation with
17 Mr. Corson and with Jacob and Jill Beck -- regarding
18 Mr. Corson's financial circumstances?

19 MR. CULLEY: I'm going to object on the basis of
20 attorney-client privilege. If -- if as we're seeing
21 Mr. Beck had retained for a basically title work, and
22 as Attorney Gallagher said he was doing title work
23 and this is part of title work, Mr. Gallagher's
24 knowledge of Mr. Corson's financial circumstances
25 over the year -- years is attorney-client protected.

1 BY MR. DAVIS:

2 Q Again, and I simply note -- and certainly again, Mr.
3 Gallagher, I'm not asking you to answer questions
4 where an objection based on attorney-client privilege
5 has been raised. I simply note again the question
6 was specifically asking about conversations that
7 occurred not only with Mr. Corson, but also in the
8 presence of the defendants for which any
9 attorney-client privilege from defendants'
10 perspective would have been waived.

11 So I'll move on.

12 I'm going to throw a bunch of documents at you
13 now. Please slow me down if you need me to.

14 I'm going to hand you 6 -- Deposition Exhibits
15 6, 7, and 8. And as you're reviewing, I'll suggest
16 to you that Deposition Exhibit 6 is a Deed that
17 appears to have been prepared by your office as noted
18 on the address on the bottom left side of the first
19 page. And page 3 is a -- the RETTD, the Real Estate
20 Transfer Tax Declaration that again suggests at the
21 bottom it was prepared by your office. Seven is a
22 Closing Disclosure, 7 is the Buyer's Closing
23 Disclosure that on page 5 suggests that your office
24 served as a settlement agent and lists you as the
25 contact person. Page -- or Exhibit 8 is the Seller's

1 Closing Disclosure that appears to have been prepared
2 by your office.

3 Did your office generate Exhibits 6, 7, and 8?

4 A We generated document 6, the Warranty Deed.

5 As I'm sure you're aware, Mr. Davis, when you do
6 closings with out-of-state companies, they often send
7 you by e-mail 100 to 200 pages of material with
8 everything all filled in and expect you to get
9 signatures on the proper pages. We did not generate
10 this document, either one of these documents.

11 Q So 7 and 8 were not generated by your office. But
12 are these the Closing Statements that were signed at
13 your office in connection with this transfer of 1913
14 Bristol Road from Mr. Corson to Jacob and Jill Beck?

15 A They appear to be, yes.

16 Q And if you take a look at Number 7, page 2 you see a
17 breakdown of Closing Cost -- is a section called
18 Closing Cost Details?

19 A Yes.

20 Q And under Section C under Loan Costs, Services
21 Borrower Did Shop For, do you see that?

22 A Yes.

23 Q And there's a list of a half dozen or so different
24 fees. Line 02 Title, Document Preparation Fee, to
25 Gallagher Villeneuve & DeGeer lists a charge of \$60.

1 Can you tell me what that was for? Do you recall?
2 Or do you have records that might assist you in your
3 recollection?

4 A These are -- all those are standard fees which my
5 office would charge Mr. Beck or anybody else. It is
6 likely that that \$60 fee is the charge for us
7 preparing and sending to the mortgage holder a
8 separate sheet with the description of the property
9 only on it, which we would have incorporated in the
10 Warranty Deed.

11 Q What might be referred to in a real estate
12 transaction as an Exhibit A, a legal description?

13 A Yes.

14 Q And so do I understand correctly that these charges
15 that are shown here, Services Borrower Did Shop For,
16 as being in your experience and your recollection of
17 this particular transaction standard, usual and
18 customary charges?

19 A Yes.

20 Q And would you take a look at Deposition Exhibit 8.
21 And if you take a look at page 2. Down towards the
22 bottom, there is a heading in Bold, H, Other?

23 A (Witness is examining document.)

24 Yes.

25 Q Does your office have a fixed rate or standard fee

1 that you charge for preparation of a Deed and
2 Transfer Tax Form?

3 A Yes.

4 Q Is that standard fee \$550?

5 A It is not. That would include additional services
6 including --

7 Q Sorry. What is your office's standard fee for
8 preparation of a Deed and Real Estate Transfer Tax
9 Form; if you are aware of it?

10 A I believe at the time the deed preparation was
11 probably \$250.

12 Q And would you take a look at what's been marked as
13 Deposition Exhibit 9?

14 A (Witness is examining document.)

15 Q Is this a document that was generated by your office?

16 A No.

17 Q Do you recall who generated said document?

18 A The company lending Mr. Beck the purchase price of
19 this property, this would have come in as a standard
20 document to be signed.

21 Q And did you witness Mr. Corson signing this document?

22 A That's my signature.

23 Q And do you recognize Mr. Corson's signature?

24 A Yes.

25 Q And at the real estate closing -- I'm going to hand

1 you what's been marked as Deposition Exhibit Number
2 10.

3 A Yes.

4 Q Are you familiar with Deposition Exhibit Number 10?

5 A I am. I haven't read it in some time, but yes, I'm
6 familiar with it.

7 Q Was that a document generated by the lender for this
8 real estate transaction?

9 A No.

10 Q Do you recall who generated that -- this document?

11 A I did.

12 Q Do you recall when it was generated?

13 A Sometime prior to the closing.

14 Q Do you recall having any conversations with Mr. Beck
15 about the generation of said document?

16 A I believe it was with Mrs. Beck present as well, if I
17 am recalling this correctly.

18 Q And do you recall when you had discussions with Mr.
19 and Mrs. Beck about Deposition Exhibit Number 10?

20 A No. Sometime prior to December 19.

21 Q Would any such conversations be reflected in any of
22 your billing records or any of your calendaring
23 records?

24 A Probably not.

25 I don't know how your office operates, Mr.

1 Davis, but there's a lot of stuff in small town law
2 firms like the size of Damariscotta we don't bother
3 to bill for, we kind of roll into a settlement or
4 closing.

5 Q Does your file contain any information showing when
6 Mr. and Mrs. Beck would have seen this document for
7 the first time?

8 A It does not.

9 Q Would you have any recollection about when Mr. and
10 Mrs. Beck may have seen this document for the first
11 time?

12 A Yes.

13 Q When was that?

14 A It would have been towards the time of closing, maybe
15 within a day or two days of closing, it might have
16 been at the closing.

17 Q In a typical real estate transaction, can you
18 describe what documents -- in a typical residential
19 real estate transaction, can you describe what
20 documents you typically send or provide to the buyer
21 in advance of closing?

22 A The office -- and I'm -- I'm saying the office
23 because it isn't done from me directly, it's done
24 from our real estate paralegal, would send out
25 documents including a closing disclosure within the

1 timeframe that's required by Federal Regulations.
2 Would probably send a note at some point referring
3 to -- it could be an e-mail -- referring to the
4 status of the title if we find anything that was
5 unusual, which may be where the e-mail to Mr. Beck
6 concerning the Northstar Mortgage may have been
7 generated.

8 Q And the real estate paralegal at the time in your
9 office was Ellen?

10 A Ellen Barnum.

11 Q And is she still with your office?

12 A Yes.

13 Q Would there be some record -- would -- do you believe
14 that there would be some record showing that -- let
15 me rephrase that.

16 If Deposition Exhibit Number 10 was provided to
17 Mr. and Mrs. Beck prior to the closing date, do you
18 believe there would be some record in your office,
19 whether in your e-mail or in Ms. Barnum's e-mail, of
20 showing when the Deposition Exhibit 10 was in fact
21 provided to Mr. and Mrs. Beck?

22 A I doubt that, because I believe this came off my
23 typewriter. I believe I probably typed this myself.

24 Q And so if you had sent it to Mr. and Mrs. Beck prior
25 to closing, would you have done so via e-mail?

1 A Probably either in outline form or something like
2 that. But it would have been -- again, my
3 recollection of this particular document was this
4 came up late in the closing, possibly as late as
5 the -- as the day of closing. So -- and I'm not sure
6 in my own mind whether the substance of this came up
7 late in the closing, that would be that this was an
8 additional condition of the closing or agreement of
9 the parties, or not. But my guess is it -- I don't
10 want to say guess; that's a bad word. My
11 recollection is that at some point during the course
12 of the negotiations, that would have been during
13 December of 2016, that Mrs. Beck -- and I -- I think
14 it was Mrs. Beck -- had indicated that they had jobs
15 that were tough to get away from, that they intended
16 to see that her grandfather was taken care of by them
17 or there were costs to be taken care of, and that he
18 could live in the house, and that there was to be
19 something in writing at some point that would --
20 would lay this out in writing so everybody would
21 understand what the agreement was.

22 Q Do you recall whether Jacob or Jill Beck asked you to
23 prepare this document, Deposition Exhibit 10?

24 A I don't remember.

25 Q I'm going to hand you Deposition Exhibit 11. Do you

1 recall speaking with Jacob Beck in August of 2017
2 regarding Mr. Corson by -- speaking with him by
3 telephone?

4 A I don't specifically remember. It probably -- it
5 could have happened. I do not specifically remember
6 that, but it could have happened.

7 Q Would the absence of such a record -- a record of
8 such a call in your billing records surprise you?

9 A I don't bill for telephone calls, so it wouldn't be
10 showing anyway.

11 Q And if you take a look at --

12 A Let me correct that. I rarely bill for -- on
13 occasion, if there's a half-hour or 45-minute-long
14 telephone conversation by somebody that details stuff
15 which I take notes on, I might bill for that. But
16 it -- it would be rare.

17 Q And again -- and I recognize that I'm -- as -- I'm
18 anticipating objection from Mr. Culley -- would your
19 file contain any information relating to a phone call
20 from -- phone conversation between you and Mr. Beck
21 in August of 2017?

22 A Those particular files that would be anything to do
23 with real estate transaction had long been closed at
24 that point and were put away in our file cabinet for
25 the year 2016. I would not have gone to the attic

1 and pulled the file and come down and started writing
2 notes in the same file.

3 At some point, you and I began conversations,
4 Mr. Davis, about this. And I'm not sure if you'll be
5 deposed or not, but it's an interesting experience,
6 let me assure you. But I remember with --
7 approximately a little less than a year ago, I became
8 aware that there was some difference of opinion
9 between the parties as to what was going on in the
10 house and an eviction notice had been filed by the
11 Becks. And I believe at that point I discovered you
12 were the office that had issued that eviction notice,
13 and I think you and I had a phone conversation at
14 that point.

15 Q And fast forwarding, then, going to hand you
16 Deposition Exhibit 12. It's a letter that you wrote
17 to me of September 20, 2017. Does that appear
18 familiar to you?

19 A It does.

20 Q And sir, you were just talking about the -- an
21 eviction and Notices to Quit. Do you recall
22 whether -- do you -- let me rephrase that.

23 Are you aware of whether any eviction notices or
24 Notices to Quit were provided or served upon Leol
25 Corson?

1 A He and his I think it was his daughter-in-law,
2 Kerstin -- Kerstin, yes, she pronounces her name --
3 brought a document to my office. I do not
4 remember -- I probably didn't even keep a copy of it.

5 I think that's probably what this letter to you
6 was referring to with a Notice to Quit, yes. It says
7 with a Notice to Quit served on them by Jake. And I
8 assume that's Jacob Beck.

9 Q And again -- and again, to be clear, you don't recall
10 whether the Notice to Quit was against Leol as well
11 as Jacob and/or Kerstin; do I understand you
12 correctly?

13 A I don't -- I don't remember.

14 Q And in this letter, you write -- and correct me if
15 I'm reading this correctly -- I'm in the second big
16 paragraph, left-hand line -- left-hand side halfway
17 down has the word attorney, and I'm reading to the
18 right of that. These situations do in fact happen.
19 At this point, I see little chance of reconciliation.
20 Jayson and Kerstin have acquired a used double wide
21 in Pemaquid Villas and are in the process of moving
22 their possessions to the new residence. Leol will be
23 joining them there and your clients will be able to
24 take full and unfettered possession of the property
25 at that time.

1 Did I read that sentence accurately?

2 A Word for word.

3 Q So as of September 20, 2017 then, your understanding
4 was that Jayson and Kerstin were moving out, correct?

5 A Yes.

6 Q And that Leol, Mr. Corson, was going to go with them?

7 A Yes.

8 MR. CULLEY: Just renew my attorney-client
9 privilege. I don't know how he got that
10 understanding. I don't think any of us do. He may
11 have gotten it privately from Leol.

12 BY MR. DAVIS:

13 Q Mr. Gallagher, if we look at the first sentence of
14 your letter, it says: Leol and his daughter-in-law
15 Kerstin have come in to me -- have come in to me with
16 the Notice to Quit that was served on them by Jacob
17 on September 13, 2000 -- or September 13 at 8:30 P.M.
18 Did I read that accurately?

19 A Yes.

20 Q Is the information set forth in this letter based on
21 conversations you may have had with Mr. Corson in the
22 presence of his daughter-in-law, Kerstin?

23 A Yes.

24 MR. DAVIS: So again, statements made in the
25 presence of a third party have lost their privilege.

1 So that's the response to the objection you just made
2 regarding attorney-client privilege.

3 MR. CULLEY: I think statements made with -- in
4 the presence of a third party has waived a privilege
5 as to that third party, not necessarily to the whole
6 world.

7 BY MR. DAVIS:

8 Q And at some point in time, did discussions continue
9 regarding what was going to be left in the 1913
10 Bristol Road and what was going to be removed from
11 1913 Bristol Road?

12 A Yes. You and I had a flurry of e-mails back and
13 forth with inventories and lists and offers and
14 counter offers and other --

15 Q Would you take a look at Deposition Exhibit 13. Is
16 that an e-mail that you sent me on Thursday, October
17 5, 2017?

18 A It appears to be.

19 Q I direct your attention to the bottom of the first
20 page. Bear with me.

21 This is worse than some of the divorces I have
22 handled over the years. Jacob has a new table saw
23 that is, from what Leol says, ten times the saw that
24 Leol has and wants to retain. I get the impression
25 that Jill and Jacob hope by retaining some of these

1 items, they will retain Gramps. Not so.

2 MR. CULLEY: Before you answer that question,
3 I'm going to object to this whole document. This
4 document is clearly based on the private meeting with
5 Leol Corson, Attorney Gallagher's e-mail is -- well,
6 I had a chance to meet with Leol Corson. So this
7 would be entirely based on a meeting with just Leol
8 Corson, at least from its term.

9 A That would be correct.

10 BY MR. DAVIS:

11 Q Let me rephrase the question -- or strike the
12 question. Let me ask a different one.

13 Are you aware of any communication between Jacob
14 and Jill Beck on the one side, Jacob or Jill Beck on
15 the one side and Leol Corson on the other where Mr.
16 Corson was told he had to leave 1913 Bristol Road?

17 A I'm aware of conversations, yes.

18 Q Where Jacob and Jill told Mr. Corson --

19 A No.

20 Q -- they had -- he had to leave 1913?

21 A No. I misunderstood your question. No, I do not
22 know of any -- I wasn't party to any conversations, I
23 would have no way of knowing.

24 Q Other than your conversations that have occurred
25 either with Mr. Corson or with Jacob and Jill Beck,

1 do you recall whether there have been any third
2 parties present when you discussed 1913 Bristol Road
3 either in terms of -- we'll break it down.

4 Do you -- let me rephrase the question.

5 Do you recall any conversations or discussions
6 that you had with either Mr. Corson or with Jacob and
7 Jill when a third party was present? And I'll
8 qualify that, regarding the purchase of 1913 Bristol
9 Road?

10 A The only times that I remember having direct
11 face-to-face conversations would probably have been
12 at one or two meetings that involved Leol, Mrs. Beck
13 and Mr. Beck and myself.

14 There were a lot of e-mails, as I'm sure you're
15 aware, going back and forth between Mr. Beck and
16 myself. Mr. Corson is an older gentleman; he does
17 not e-mail. So I would not have had any
18 conversations with him by e-mail. I would have only
19 had them by -- in person, probably not by phone,
20 maybe -- I can think of maybe three conversations in
21 the course of the last couple of years that I would
22 have had with him on the phone.

23 He prefers to do things in person. He tends to
24 drop into the office without an appointment. And if
25 I'm available, I would always see him.

1 I believe I had several conversations with Mr.
2 Beck, some of them were prefinancing or financing
3 questions, prerepresentation questions. There may
4 have been a few questions about the logistics
5 regarding the actual closing itself. Because he and
6 his wife again had new jobs in the Brunswick,
7 Freeport area as I recall and were having some
8 difficulty getting time to come to the office.

9 I remember one conversation with Mr. Beck when I
10 believe Leol might have been present. Mr. Beck had
11 become a recently minted drone pilot or just
12 purchased a drone, a Maverick I believe it might have
13 been, and he was quite enthused about that. And
14 that's -- I was quite enthused by it. You know, I've
15 been a pilot for 55 years now maybe. And so -- and I
16 had just flown a drone of a friend of mine once,
17 didn't crash it. So we had a -- we had that
18 conversation.

19 I've never had a conversation that I recall with
20 Mr. Beck in which a third party was physically
21 present, although I don't know who was on the other
22 end of the phone. Whether he was on speaker or not,
23 I have no idea.

24 And I would not know the same thing about my
25 phone conversations with Mr. Corson, whether somebody

1 else might have been present in the background or --
2 when I was talking with him or not.

3 Q So in the period between November 8, 2016 and the
4 date of closing of the sale from Mr. Corson to Jacob
5 and Jill in December of 2016, was Matthew Corson ever
6 present at a meeting in your office to discuss the
7 purchase; that you recall?

8 A I can tell you I've met with Matt Corson, but it was
9 nothing to do with this sale to the best of my
10 recollection. Had a completely different issue.

11 Q And during that same period, from November 8 through
12 the closing on the transaction in December of 2016,
13 did you have any conversations with either Jayson
14 Corson or Kerstin Corson regarding the sale?

15 A During that period of time?

16 Q Correct.

17 A No.

18 Q After the closing on the transaction in December of
19 2016, I believe it was December 19 --

20 A Mm-hmm.

21 Q -- did you have any conversations with Jayson Corson
22 regarding 1913 Bristol Road?

23 A It would have been after the date that you -- or that
24 Jacob served Leol with the Notice to Quit.

25 Q And can you describe those conversations?

1 A In general terms, they were very concerned about
2 Jayson's father. They had expressed concern that he
3 was not being properly cared for. They expressed
4 concern that the things that meant most to him, which
5 was family, was being -- was disintegrating.

6 And again, this is their take on this. Now,
7 I -- other than the Notice to Quit, I had no
8 individual knowledge of what was going on there.
9 Jayson seemed quite concerned about his father, let's
10 put it that way.

11 Q And did you have conversations with Kerstin in
12 addition -- I think your letter of September 2017
13 says that -- suggests she had a conversation with you
14 about 1913 Bristol Road.

15 A I think they were both present when I had a
16 conversation with them.

17 Q At any point from your first interaction with Jacob
18 and Jill Beck through the date of closing, was there
19 any -- did you have any discussions regarding
20 potential implications of Maine's Improvident
21 Transfer on this transaction?

22 A I don't believe I did because my thought from the
23 beginning was that this was a transfer for value.

24 Q And what was the basis of your thought that it was a
25 transfer for value?

1 A I've been in Mr. Corson's house several times.

2 MR. CULLEY: I'm going to object right there. I
3 think those visits are -- precede this -- these
4 transactions are part of attorney-client privilege.
5 I think they go to his long-term family
6 representation of Mr. Corson.

7 MR. DAVIS: Again, I think that's one we'll deal
8 with after we talk to the judge.

9 BY MR. DAVIS:

10 Q What was your understanding that the -- that the
11 consideration was for the closing or for the transfer
12 of the property in December of 2016?

13 A \$105,000 transfer.

14 Q Was there any other consideration?

15 A At some point during the course of this, it would
16 have been Mr. and Mrs. Beck's willingness to care
17 for -- for their -- for her grandfather.

18 Q At any point from December -- December 8, 2016
19 through the date of closing, did you have any
20 conversations with Mr. Corson, Leol Corson, regarding
21 the potential implications of the Maine Improvident
22 Transfer Act on the proposed transfer?

23 MR. CULLEY: I'm going to renew my objection,
24 attorney-client -- private conversations of a
25 long-term family client.

1 BY MR. DAVIS:

2 Q Would it have been your practice to make any such
3 disclosure to a client in a real estate transaction,
4 whether a buyer or a seller, about concerns regarding
5 the Maine Improvident Transfer Act in writing?

6 A If I felt the transaction qualified, I might have.

7 Q Thank you.

8 MR. CULLEY: No questions.

9 MR. DAVIS: So I think what we have for
10 exhibits -- we can go off the record just for a quick
11 second.

12 (Off the record briefly.)

13 MR. DAVIS: Let's go back on the record one more
14 time.

15 BY MR. DAVIS:

16 Q Mr. Gallagher, at -- when the Purchase and Sale
17 Agreement was presented to you, what was your
18 understanding of the rationale behind it?

19 MR. CULLEY: I think this goes into a long-term
20 family client relationship with Leol. Or it might,
21 of course who knows, and probably this deposition is
22 trying to find out. So I renew my attorney-client
23 privilege objection.

24 Q To be clear, I just want to make sure I understood.
25 Was it your -- do I accurately understand your

1 testimony to be that the Purchase and Sale Agreement
2 was brought to your office?

3 A Yes.

4 Q I think you used the words a fait accompli?

5 A Oui.

6 Q And was that presented to you by Jacob, by Jill, by
7 Mr. Corson, by somebody else? Do you recall?

8 A I don't remember who actually handed it to me.

9 Q Thank you.

10 EXAMINATION

11 BY MR. CULLEY:

12 Q I'm going to ask you a question about the living
13 arrangement.

14 A Sure.

15 Q Living Arrangement Agreement, Number 10, Exhibit 10.
16 Living Arrangement Agreement, that is signed by Jacob
17 and Jill only?

18 A That's correct.

19 MR. CULLEY: Nothing else.

20 EXAMINATION

21 BY MR. DAVIS:

22 Q Just to follow up, do you recall why you didn't put a
23 signature line for Mr. Corson?

24 A Mr. Corson's obligations under this was just to stay
25 at the house and be comfortable the rest of his life.

1 And the obligations were with the Becks.

2 Q And was this discussed at closing; do you recall?

3 A I don't recall.

4 Q It was signed at closing; is that fair to say?

5 A I believe it was signed at closing. It says December
6 19, which I believe was the date of the closing.

7 Q Thank you.

8 (The deposition was concluded at
9 2:26 P.M.)

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CERTIFICATE OF DEPONENT

I, **JAMES W. GALLAGHER**, do hereby certify that the foregoing 51 pages is an accurate transcript, except as noted below, of testimony given by me on July 30, 2018, in the cause of action CORSON vs. BECK.

Date

JAMES W. GALLAGHER

NOTARY PUBLIC

CORRECTIONS

Page #: Line #: Reads: Should Read:

CERTIFICATE

I, Heather M. Williams, a Notary Public in and for the State of Maine, hereby certify that on the 30th day of July, 2018, personally appeared before me the within-named deponent, JAMES W. GALLAGHER, who was sworn to testify the truth, the whole truth, and nothing but the truth in the aforementioned cause of action, and that the foregoing is a true and accurate record of the evidence as taken by me by means of computer-aided machine shorthand.

I further certify that I am a disinterested person in the event or outcome of the aforementioned cause of action.

IN WITNESS WHEREOF, I subscribe my hand this 23rd day of August, 2018.

Heather M. Williams
Notary Public

My commission expires:

June 1, 2021