

# POWERS & FRENCH, P.A.

ATTORNEYS & COUNSELORS AT LAW  
SINCE 1932

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March 15, 2019

HAND-DELIVERED

Lincoln County Superior Court  
Attn: Bethany Gagnon, Clerk  
32 High Street  
Wiscasset, ME 04578

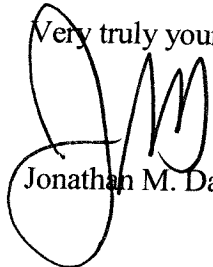
**RE: Leol Corson v. Jacob Beck and Jill Beck**  
**Docket No.: RE-18-08**

Dear Ms. Gagnon,

Enclosed for filing in connection with the above-referenced matter, please find Defendants' Opposition to Plaintiff's Motion for Summary Judgment and supporting documents.

Thank you for your kind attention and please contact me with any questions.

Very truly yours,



Jonathan M. Davis

JMD/klr  
enclosures  
cc: Jacob and Jill Beck  
Dennis Culley, Esq.

STATE OF MAINE

SUPERIOR COURT  
LINCOLN, ss.

DOCKET NO. RE-18-08

**LEOL CORSON,**  
PLAINTIFF

v.

**JACOB BECK AND  
JILL BECK,**  
DEFENDANTS

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**DEFENDANTS' OPPOSITION  
TO PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT WITH  
INCORPORATED MEMORANDUM  
OF LAW**

NOW COME the Defendants, JACOB BECK AND JILL BECK (hereinafter referred to collectively as "the Defendants" and individually as "Jacob" and "Jill"), by and through undersigned counsel, and hereby OPPOSE the Plaintiff's Motion for Summary Judgment with Incorporated Memorandum of Law (hereinafter referred to as "Leol's Motion", with Plaintiff referred to as "Leol"). Submitted herewith are the Defendants' Opposing and Statement of Additional Material Facts, the Affidavit of Jill Beck, the Affidavit of Jacob Beck, and the Affidavit of Jonathan M. Davis.

**SUMMARY OF FACTS**

Leol is Jill's grandfather. Jacob and Jill moved to Maine in the spring of 2016 in order to spend time with Leol. Upon their arrival in Maine, Jacob and Jill lived in their camper at Recompense Shores Campground in Freeport, where they worked part-time, and secured full-time employment in Brunswick. Leol was residing in his home located at 1913 Bristol Road in Bristol, Maine, with two of his adult sons and their families.

In October of 2016, two of Leol's adult sons and their families unexpectedly moved out of Leol's home. This move resulted in extensive discussions between Leol, Jacob, Jill, and other family members to brainstorm ways to keep Leol in his home. A meeting was held with Leol's

attorney, James Gallagher, during which Attorney Gallagher advised against Leol taking out a reverse mortgage on the Bristol property. Jacob and Jill offered to purchase Leol's home to ensure that he would be able to stay in the home for as long as he could do so with minimum help and unskilled care.

Jacob and Jill offered to purchase Leol's home and contents for \$105,000.00, an amount that they could borrow quickly and without a significant down payment. A Purchase & Sale Agreement was signed by Leol, Jacob, and Jill on November 12, 2016, and the transaction proceeded to closing on December 19, 2016.

While Jacob and Jill initially intended to move into Leol's home with him, one of Leol's sons, Jayson Corson, and Jayson's wife Kerstin, offered to move into the house with Leol, as Jayson and Kerstin were interested in being closer to their child and grandchild. Jacob and Jill agreed that this plan made sense, with the understanding that Jayson and Kerstin would move out of the house in the fall of 2017, at which time Jacob and Jill would move in with Leol.

At the closing of Jacob and Jill's purchase, Attorney Gallagher presented a "Living Arrangement Agreement" that provided, in summary, that Leol could remain in the Bristol property for the remainder of his natural life, as long as he could do so with minimum help from outside sources. Jacob and Jill were responsible for the mortgage, taxes, and insurance on the Bristol property, and Leol was responsible for his personal expenses at the home. Jacob and Jill signed this Agreement.

All went according to plan until the summer of 2017, when it became apparent to Jacob and Jill that Jayson and Kerstin were not likely going to be vacating the Bristol property in the fall. Jacob and Jill commenced action to evict Jayson and Kerstin (but not Leol) from the property, with Jacob and Jill planning to move in with Leol. Leol, however, elected to move out

of the Bristol home with Jayson and Kerstin. When he did so, and notwithstanding the terms of the Purchase & Sale Agreement that included the contents of the property, Leol removed those items he wanted from the home. Thereafter, Leol commenced the instant action against Jacob and Jill.

### **MEMORANDUM OF LAW**

Maine Rule of Civil Procedure 56(c) provides, in relevant part, as follows:

[j]udgment shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, referred to in the statements required by subdivision (h) show that there is no genuine issue as to any material fact set forth in those statements and that any party is entitled to judgment as a matter of law.

Here, Leol requests summary judgment in his favor, as he asserts that there is no genuine issue of material fact. Leol, as the moving party, bears the “initial responsibility of demonstrating the absence of a genuine issue of material fact through a properly supported statement of material facts.” *Cach, LLC v. Kulas*, 2011 ME 70, ¶ 9, 21 A.3d 1015. The Law Court has reasoned that “[a] material fact is one that can affect the outcome of the case.” *Dyer v. Department of Transp.*, 2008 ME 106, ¶ 14, 951 A.2d 821. Furthermore, [a] genuine issue of material fact exists when the factfinder must ‘choose between competing versions of the truth.’” *Id.* (quoting *MP Assocs. V. Liberty*, 2001 ME 22, ¶ 12, 771 A.2d 1040, 1044). Moreover, it is well recognized that a party opposing summary judgment is given the benefit of any reasonable inferences that can be drawn from the presented facts. *Perkins v. Blake*, 2004 ME 86, ¶ 7, 853 A.2d 752.

### **ARGUMENT**

The Court should deny Leol’s Motion, as there are genuine issues of material fact that preclude summary judgment in Leol’s favor. These material facts in dispute are:

**1. Whether Leol was “dependent” as defined in Maine’s Improvident Transfer Act at the time of the transfer.**

As demonstrated by the supporting Affidavits submitted herewith (hereinafter “Defendants’ Support Affidavits”), Leol at the time of transfer was able to live independent, prepare his own meals, and administer his own medication. Leol did not give up his vehicle or driver’s license until late of 2016. John Corson, one of the sons who was living with Leol until the fall of 2016, testified in his deposition that Leol could prepare his own meals, but would likely cook himself hot dogs, and that Leol could administer his own medications, although he didn’t like needles. Leol’s Affidavit claims otherwise.

These competing claims of whether Leol was, at the time of the transfer to Jacob and Jill, “dependent” as defined in the Improvident Transfer Act establish a genuine issue of material fact that precludes summary judgment in Leol’s favor.

**2. Whether Jacob and Jill paid less than full consideration for the assets transferred.**

In order to prevail on this issue at the summary judgment stage, Leol’s burden is to establish that there is no genuine issue of material fact on two points: (1) the value of the assets transfer; and, (2) the value of what Leol received. Both of these points are critical to Leol’s summary judgment request, whether based on claims of an improvident transfer, unjust enrichment, or abuse of a confidential relationship. Leol’s claims of an improvident transfer, unjust enrichment, or abuse of a confidential relationship fall flat if he was paid full consideration for the assets transferred.

A genuine issue of material fact exists regarding the value of the assets transferred by Leol to Jacob and Jill. Leol’s Motion and support Affidavit claim that the home transferred to Jacob and Jill was worth \$175,000.00. Jacob and Jill disagree, and assert in Defendant’s

Supporting Affidavits, that the value of the home was \$105,000.00 at the time of transfer.<sup>1</sup> Leol also contends that the value of his tangible personal property included in Jacob and Jill's purchase was \$50,000.00. Again, Jacob and Jill disagree and make two points: (1) Leol took what he wanted from the home when he moved out; and, (2) the value of the items Leol left behind was negligible. Thus, there is a genuine issue of material regarding the value of the items Leol transferred to Jacob and Jill.

While the competing valuation claims in and of themselves are sufficient to preclude summary judgment, the court's summary judgment analysis must not stop here; the court must also determine whether the consideration paid was "full consideration" as defined in the Improvident Transfer Act. Leol's Motion claims that Leol did not receive "monetary compensation" or "payment" for the transfer. Jacob and Jill demur and Defendants' Supporting Affidavits state that there were two forms of consideration for their purchase: First, payment to Leol of \$105,000.00; and second, the value of Leol's right to stay in the home post-closing, freed from any obligation to pay a mortgage, real estate taxes, or homeowners insurance. Jacob and Jill point out that Leol neglects to account for the value to him of being able to stay in the home, freed from his mortgage, which benefited Leol in the amount of \$1,162 per month, or \$13,944.00 per year. The fact that Leol chose to leave the home when Jayson and Kerstin moved out, against Jacob and Jill's wishes, is not of consequence.

As genuine issues of material fact exist about the value of the assets transferred by Leol to Jacob and Jill, and the consideration paid for the same, Leol's Motion should be denied.

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<sup>1</sup> Jacob and Jill do not dispute that under Maine case law, an owner of property is qualified to express the value thereof. *See Garland v. Roy*, 2009 ME 86, 976 A.2d 940 (Me. 2009)

**3. Whether Leol was represented by independent counsel.**

Under the Improvident Transfer Act, assuming solely for the sake of argument that Leol was “dependent” at the time of the transfer and that the transfer was not for “full consideration”, there is no presumption of undue influence if Leol was represented by independent counsel in the transaction.

Leol’s Motion and support affidavits claim that Attorney Gallagher did not represent Leol in the transfer to Jacob and Jill. Jacob and Jill disagree and Defendants’ Supporting Affidavits show that Leol consulted with Attorney Gallagher days prior to the execution of the Purchase & Sale Agreement, and also include an email from Attorney Gallagher to Jacob, dated two days after the execution of the Purchase & Sale agreement where Attorney Gallagher advises Jacob that Attorney Gallagher “can only ethically represent Leol.”

The parties’ competing affidavits and perspectives regarding Attorney Gallagher’s role in the transaction at issue generate another genuine issue of material fact.

**4. Whether Leol was unduly influenced to enter into the transaction.**

Leol’s obligation at the summary judgment stage is to demonstrate that there is no genuine issue of material fact that he was unduly influenced to engage in the transaction. In this context, Leol appears to rely on the presumption in the Improvident Transfer Act, claiming that he “relied” on Jacob and Jill regarding the transaction.

Defendants’ Supporting Affidavits demonstrate that there is a genuine issue of material fact on the issue of undue influence. Defendants’ Supporting Affidavits demonstrate that the transaction was transparent; known to Leol’s family, and disclosed to Leol and Leol’s attorney, James Gallagher. Further, Defendants’ Supporting Affidavits show that there was no

impropriety on the part of Jacob and Jill concerning the transaction, and that Leol did not “rely” on Jacob and Jill in entering the transactions at issue.

**5. Whether there was confidential relationship between Leol, Jacob and Jill, and the fairness of the transaction.**

On the issue of abuse of confidential relationship claims, it is Leol’s burden to establish a confidential relationship with Jacob and Jill, and then Jacob and Jill’s burden is to demonstrate the fairness of the transaction.<sup>2</sup> There is no claim in Leol’s Motion of a disparity of position and influence between the parties, as required to establish a claim of a confidential relationship, and thus, Leol has failed to make the showing necessary for summary judgment on this issue.

On the second issue for abuse of a confidential relationship, the fairness of the transaction, Jacob and Jill have raised a genuine issue of material fact on two disputed issues: The fair market value of the assets retained by Jacob and Jill; and, whether Leol received “full consideration” for the transfer. This goes to the fundamental question of fairness of the transaction. Since there exists a genuine issue of material fact regarding the existence of a confidential relationship and the fairness of the transaction, Leol is not entitled to summary judgment on these issues.

**6. Whether Jacob and Jill were unjustly enriched by the transaction.**

Jacob and Jill do not dispute the citation of authority in Leol’s Motion regarding the unjust enrichment issue. The fundamental question on the unjust enrichment claim at the summary judgment stage is whether Leol received payment for the value of the assets transferred. As noted above, a genuine issue of material fact exists about fair market value of the

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<sup>2</sup> *Estate of Campbell*, 1997 ME 212, ¶ 8, 704 A.2d 329, 331 (Me. 1997) (citations omitted). Jacob and Jill do not contest that the Improvident Transfer Act deems their relationship with Leol to be one of confidence for Leol’s count based on said statute. However, those statutory provisions are not applicable to Leol’s claims of unjust enrichment and/or abuse of a confidential relationship. *Ibid.*



assets retained by Jacob and Jill and whether Leol received “full consideration” for the transfer. This issue of fact precludes summary judgment in Leol’s favor on his unjust enrichment claims.

**CONCLUSION**

Jacob and Jill have demonstrated that there are genuine issues of material fact that remain in dispute for the fact-finder to resolve and THEREFORE, Jacob and Jill request that Leol’s Motion for Summary Judgment be denied.

POWERS & FRENCH, P.A.

Date: March 15, 2019

By: 

Jonathan M. Davis, Esq., ME Bar No. 7983  
Attorney for Defendants  
[jon@powersandfrench.com](mailto:jon@powersandfrench.com)

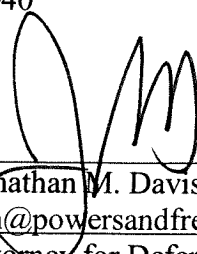
209 Main Street  
Freeport, ME 04032  
(207) 865-3135

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Defendants’ Response to Motion for Summary Judgment with supporting documents was sent to counsel for the Plaintiff on this date via US Mail and Electronic Mail to:

Denis Culley, Esq.  
[DCulley@mainelse.org](mailto:DCulley@mainelse.org)  
Legal Services for the Elderly  
5 Wabon Street  
Augusta, ME 040

Date: March 15, 2019

  
Jonathan M. Davis, Esq., ME Bar No. 7983  
[jon@powersandfrench.com](mailto:jon@powersandfrench.com)  
Attorney for Defendants

STATE OF MAINE

SUPERIOR COURT  
LINCOLN, ss.

DOCKET NO. RE-18-08

**LEOL CORSON,**  
PLAINTIFF

v.

**JACOB BECK AND  
JILL BECK,**  
DEFENDANTS

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**DEFENDANTS' OPPOSING AND  
ADDITIONAL STATEMENTS OF  
MATERIAL FACTS IN DISPUTE**

NOW COME Defendants, Jacob Beck and Jill Beck, through counsel, and respond to the Plaintiff's Statement of Material Facts in support of Plaintiff's Motion for Summary Judgment as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Qualified. Defendants admit that Plaintiff may currently be dependent on others for the tasks described in this Paragraph, but deny he was so dependent in November 2016 through December 19, 2016. [Affidavit of Jill Beck, ¶ 3 (hereafter "Jill's Affidavit")  
Affidavit of Jonathan M. Davis, Esq., ¶¶ 3 & 4 (hereinafter "Davis Affidavit")]
6. Qualified. Defendants admit that those family members living with Plaintiff moved out in October 2016, but deny said family members were caring for Plaintiff. [Jill's Affidavit, ¶ 3; Davis Affidavit ¶¶ 3 & 4]
7. Admitted.
8. Admitted.

9. Qualified. Defendants admit that Defendant Jill Beck [hereafter "Jill"] was Plaintiff's favorite granddaughter. Defendants deny that Plaintiff relied on Defendants in the course of the transaction at issue. [Jill's Affidavit, ¶ 5; Affidavit of Jacob Beck, ¶¶ 3 & 4 (hereinafter "Jacob's Affidavit")]
10. Admitted.
11. Denied. [Jacob's Affidavit, ¶ 3]
12. Admitted.
13. Denied. [Jacob's Affidavit, ¶ 3; Davis Affidavit, ¶ 3]
14. Admitted.
15. Admitted.
16. Admitted.
17. Qualified. Defendants admit that Plaintiff signed and delivered the deed referenced in said Paragraph, but deny that Plaintiff received no monetary compensation. [Jill's Affidavit, ¶ 10; Jacob's Affidavit, ¶ 9]
18. Admitted.
19. Admitted.
20. Qualified. Defendants admit that Plaintiff moved out of the Bristol home with Jayson Corson and Kerstin Corson and moved to a mobile home in Pemaquid, but deny that said mobile home is owned by Jayson Corson and Kerstin Corson. [Jacob's Affidavit, ¶ 10].
21. Admitted.
22. Qualified. Defendants deny that Attorney Gallagher represented them through the execution of the Purchase & Sale Agreement, but admit that Attorney Gallagher handled the closing of the purchase [Jill's Affidavit, ¶¶ 11 & 12; Jacob's Affidavit, ¶¶ 3 & 11]

23. Denied. [Jacob's Affidavit, ¶¶ 3 & 11]

24. Qualified. Attorney Gallagher was aware of and condoned the Defendants' plan to purchase the Bristol property. [Jacob's Affidavit, ¶ 3]

25. Denied. [Jacob's Affidavit, ¶ 3; Davis Affidavit, ¶ 3]

26. Qualified. Defendants admit they took out a mortgage for the purchase, but deny Leol's outstanding mortgage was \$105,000.00 and that Leol did not receive payment. [Jacob's Affidavit, ¶ 9; Jill's Affidavit, ¶ 10]

27. Admitted.

28. Admitted.

29. Admitted.

#### **ADDITIONAL STATEMENT OF MATERIAL FACTS**

NOW COME, Defendants, Jacob Beck and Jill Beck, through counsel, and adds the following statement of material facts in support of their Opposition to Plaintiff's Motion for Summary Judgment as follows:

1. Plaintiff was not an "elderly dependent person" as defined in 33 M.R.S.A § 1021(1).  
[Jill's Affidavit, ¶ 3, Davis Affidavit, ¶¶ 3 & 4]
2. Defendants paid fair market or "full consideration" for the Bristol property at issue in Plaintiff's Complaint. [Jill's Affidavit, ¶; Jacob's Affidavit, ¶ 7]
3. Defendants did not pay "less than full consideration" for the Bristol real estate or the tangible personal property transferred by Plaintiff, as defined in 33 M.R.S.A § 1021(4).  
[Jill's Affidavit, ¶¶ 8-10; Jacob's Affidavit, ¶¶ 7-9]

4. Attorney James Gallagher provided independent counsel to Plaintiff concerning the decision to transfer Plaintiff's Bristol home to Defendants. [Jacob's Affidavit, ¶ 3; Davis Affidavit, ¶ 3]
5. Plaintiff's transfer of the Bristol property and tangible personal property at issue in Plaintiff's Complaint was not the result of undue influence. [Jill's Affidavit, ¶¶ 5 & 6; Jacob's Affidavit, ¶¶ 3, 4, & 5; Davis Affidavit, ¶ 2]
6. Plaintiff had every opportunity to reap the full benefits of the Living Arrangement Agreement, saving him \$1,162.00 per month in mortgage payments, and relieving him from the burdens of real estate taxes and homeowners insurance. [Jill's Affidavit, ¶ 10; Jacob's Affidavit, ¶ 9]
7. Plaintiff knew at the time of Defendants' purchase that Defendants would move into the Bristol house with Plaintiff in the fall of 2017 and at which time Jayson Corson and Kerstin Corson would move out. [Jacob's Affidavit, ¶ 6; Jill's Affidavit, ¶ 7; Davis Affidavit, ¶¶ 2 & 3]
8. Plaintiff voluntarily decided to vacate the Bristol property, thereby foregoing the full benefit of the Living Arrangement Agreement. [Jill's Affidavit, ¶ 10; Jacob's Affidavit, ¶ 9]
9. Plaintiff has retrieved all of his desired tangible personal property from the Bristol property. [Jill's Affidavit ¶ 9; Jacob's Affidavit, ¶ 8]
10. Any items left at the Bristol property were of negligible value. [Jill's Affidavit, ¶ 9; Jacob's Affidavit, ¶ 8]
11. The Bristol property suffered from numerous and substantial defects known to Plaintiff. [Jill's Affidavit, ¶ 8; Jacob's Affidavit, ¶ 7]

12. At no point in time did Defendant Jill Beck access any funds held jointly with Plaintiff for any purpose other than for Plaintiff's benefit. [Jill's Affidavit, ¶ 13]

POWERS & FRENCH, P.A.

Date: March 15, 2019

By: 

Jonathan M. Davis, Esq., ME Bar No. 7983  
Attorney for Defendants  
[jon@powersandfrench.com](mailto:jon@powersandfrench.com)

209 Main Street  
Freeport, ME 04032  
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STATE OF MAINE

SUPERIOR COURT  
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DOCKET NO. RE-18-08

**LEOL CORSON,**  
PLAINTIFF

v.

**JACOB BECK AND**  
**JILL BECK,**  
DEFENDANTS

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**AFFIDAVIT OF JACOB BECK**

Now Comes Jacob Beck, being first duly sworn, who states as follows:

1. My name is Jacob Beck and I am a resident of Bristol, County of Lincoln, and State of Maine. I have personal knowledge of the facts and events described herein and I am competent to testify to the same. I certify that the documents attached hereto are true copies of the original documents.
2. I am married to Jill Beck. Leol Corson (hereinafter "Leol") is my wife's grandfather.
3. Attorney James Gallagher represented Leol in discussions leading to me and my wife's purchase of land and buildings, and the contents therein, located at 1913 Bristol Road in Bristol, Maine ("the Bristol Property").
  - a. I participated in a family meeting held in Leol's Bristol home on November 6, 2016. The purpose of the meeting was to discuss how Leol could continue to stay in his home after his two sons and their families/domestic partners had moved out. The family meeting included discussions of a reverse mortgage and it was agreed that Leol should meet with his attorney, James Gallagher, to explore Leol's options.
  - b. On November 8, 2016 I traveled to Attorney Gallagher's Damariscotta office. Leol and one of his sons, Matthew Corson, were already at Mr. Gallagher's office when I arrived. I met Leol and Matthew in the hallway/waiting area, and advised them that my wife and I had withdrawn an offer we made on a Freeport home, and that my wife and I may be able to help Leol's financial needs. Attorney Gallagher then greeted us in the hallway, and invited us to his office. Before we entered he paused and said to Leol, "Leol you are my client and the gentlemen accompanying you are not. Do you grant permission to allow these two to enter our private discussion?" Leol accepted and we all entered the room. The topic of a reverse mortgage was raised and Attorney

Gallagher advised Leol against a reverse mortgage. I suggested that my wife and I may be able to purchase Leol's Bristol property to provide a place for Leol to live. Attorney Gallagher said that my and my wife's idea may be the best option for Leol, and mentioned something to Leol about a "support mortgage", which I understood to be a document establishing that Leol could remain in the Bristol property. I told Leol, Matthew Corson, and Attorney Gallagher that I would contact my bank to see about purchasing Leol's Bristol home.

- c. I exchanged emails with Attorney Gallagher advising him of my efforts to secure financing for the purchase of the Bristol Property. **[Exhibit 1]** Attorney Gallagher's statement in his email to me of November 10, 2016 at 10:17 am that "TIME IS ON OUR SIDE BUT LEOL CAN'T WAIT TO LONG" (emphasis in original) made me concerned that my wife and I needed to act quickly to purchase Leol's home. We therefore abandoned the idea of waiting until we could save enough to equal to 20% of Leol's current mortgage and revolving debt (thereby avoiding the lender's requirements for private mortgage insurance) and decided that we would offer Leol a sum that we believed would be sufficient to pay his mortgage in full.
  - d. Leol met with me and my wife on November 12, 2016 and we presented him with a Purchase & Sale Agreement **[Exhibit 2]** with the terms of our offer to purchase his Bristol home. Leol freely and voluntarily signed the Purchase & Sale Agreement, as did my wife and I. Leol said to us that he would bring the Purchase & Sale Agreement to Attorney Gallagher for review.
  - e. On November 14, 2016 I sent Attorney Gallagher an email advising him that the Purchase & Sale Agreement had been signed. I asked Attorney Gallagher whether his office could handle the closing for our lender. Attorney Gallagher responded that he can "only ethically represent Leol" and provided us with names of other real estate attorneys who may be able to assist us **[Exhibit 3]**. Thereafter, Attorney Gallagher handled this transaction.
4. At no point did Leol "rely" on me or my wife in his decision to sell us the Bristol Property. Such a decision was made in full consultation with two of Leol's sons, various members of Leol's extended family, and Leol's attorney, James Gallagher. A wide range of options were concerned with and by all of these parties before my wife and I made our offer to purchase the Bristol Property.
  5. At no point did I take any action, make any statement, or engage in any conduct that was designed to coerce or influence Leol to sell me and my wife his home and its contents. I did not make any false promises to Leol, nor did I make any threats (express or implied) about what might happen if he didn't sell my wife and me the Bristol Property. I am aware of no such action, statements, or conduct by any third parties.



11. The closing for the purchase of the Bristol Property was held at Attorney Gallagher's office on December 19, 2016. At the closing, Attorney Gallagher presented me and my wife with the Living Arrangement Agreement, and explained to us that this document was intended to ensure that Leol had the legal right to remain in the Bristol home for as long as he could do so with relative independence, and without skilled or full-time care. This was the first time I was aware such a document was being prepared, and I had no conversations or discussions with Attorney Gallagher about this document or its preparation. I signed the document willingly and without reservation.

Date: March 15, 2019

Jacob Beck  
Jacob Beck

STATE OF MAINE  
County of LINCOLN

MARCH 15<sup>th</sup>, 2019

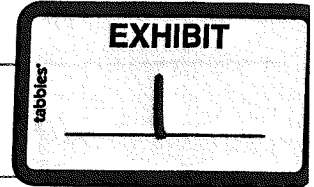
Then personally appeared before me the above-named Jacob Beck who made oath to the truth of the foregoing.

Amanda Bosits  
Notary public/Attorney at law

**AMANDA BOSITS**  
**NOTARY PUBLIC**  
**State of Maine**  
**My Commission Expires**  
**September 12, 2025**



Jacob Beck <jacobtbeck@gmail.com>



## Questions about Gramp's Care

3 messages

**Jacob Beck** <jacobtbeck@gmail.com>  
To: jim@gvdlaw.com  
Cc: Jill Beck <jillmbeck@gmail.com>, corsonmatt@gmail.com

Thu, Nov 10, 2016 at 10:17 AM

Good morning Jim,

Jill and I have been discussing at length how to best care for Grandpa Corson. We have a few ideas that we wanted to run past you.

1. It is looking like we will qualify for a loan like I had hoped (which is great!) however we may need to adjust the plan from what I originally proposed.
2. In order to qualify for the best rate and get the lowest payment, we want to put down 20% as a down payment on this mortgage. Doing so will remove Private Mortgage Insurance from our monthly payment, and will reduce our risk and monthly liability.
3. Putting 20% down on the price we talked about of \$130,000 brings the down payment up to \$26,000. Unfortunately we don't have this amount but we're actively working on getting this.
4. If possible could we take over his mortgage only and work on his debts later? If we did his payoff amount of \$105,000 this would significantly reduce the down payment amount required of us and also the time it takes for us to gather funds for closing.
5. Even with the lower amount, we are still about \$10,000 short of having this amount as a down payment. We have several things lined up to help us get this as quickly as possible, however it may be another 3 months before we can do the loan, and possibly 4-5 months to do the larger amount.
6. We would still like to offer our help with his other debts, but we would prefer to do this directly with your help negotiating with collection companies after the loan. If we can keep the monthly mortgage payment low enough, we can combine our income and our lower mortgage payment to start paying off all other debt over the next few months.

Let me know your thoughts on this, and if it would still be enough to help. We still have many other decisions to make, but this is one of the largest for us to help him financially. We are still discussing the best live-in care solutions too, but all of these decisions stem from the mortgage itself.

@ Matt - Since we may still be 3 months away before we have funds for a down payment, could we meet on Sunday to talk about a few hours of live-in care as a temporary option until we have these long term solutions in place?

**James W. Gallagher** <jim@gvdlaw.com>  
To: Jacob Beck <jacobtbeck@gmail.com>  
Cc: corsonmatt@gmail.com

Thu, Nov 10, 2016 at 11:10 AM

James W. Gallagher, Attorney

GALLAGHER, VILLENEUVE  DEGEER PLLC

PO Box 247 – 181 Main Street

Damariscotta, ME 04543

p. 207-563-5828

f. 207-563-5819

e. [jim@gvdlaw.com](mailto:jim@gvdlaw.com)

**PLEASE NOTE: Gallagher and Stein has merged with the Law Office of Marcia DeGeer on January 1, 2016 to form GALLAGHER, VILLENEUVE and DEGEER. Please note the change to our email addresses being [firstname@gvdlaw.com](mailto:firstname@gvdlaw.com).**

**Confidentiality notice:** This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message including any contained in your reply. Thank you.

**IRS notice:** Unless specifically indicated otherwise, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (a) avoiding tax-related penalties under the Internal Revenue Code, or (b) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

**From:** Jacob Beck [<mailto:jacobtbeck@gmail.com>]  
**Sent:** Thursday, November 10, 2016 10:17 AM  
**To:** [jim@gvdlaw.com](mailto:jim@gvdlaw.com)  
**Cc:** Jill Beck; [corsonmatt@gmail.com](mailto:corsonmatt@gmail.com)  
**Subject:** Questions about Gramp's Care

Good morning Jim,

Jill and I have been discussing at length how to best care for Grandpa Corson. We have a few ideas that we wanted to run past you.

1. It is looking like we will qualify for a loan like I had hoped (which is great!) however we may need to adjust the plan from what I originally proposed. THAT'S OK
2. In order to qualify for the best rate and get the lowest payment, we want to put down 20% as a down payment on this mortgage. Doing so will remove Private Mortgage Insurance from our monthly payment, and will reduce our risk and monthly liability. GOOD IDEA
3. Putting 20% down on the price we talked about of \$130,000 brings the down payment up to \$26,000. Unfortunately we don't have this amount but we're actively working on getting this. TIME IS ON OUR SIDE BUT LEOL CAN'T WAIT TOO LONG

4. If possible could we take over his mortgage only and work on his debts later? If we did his payoff amount of \$105,000 this would significantly reduce the down payment amount required of us and also the time it takes for us to gather funds for closing. I'LL CHECK WITH THE BANK. THIS IS RARE THESE DAYS. You could give Leol a 2<sup>nd</sup> mortgage for the additional amount (see below).
5. Even with the lower amount, we are still about \$10,000 short of having this amount as a down payment. We have several things lined up to help us get this as quickly as possible, however it may be another 3 months before we can do the loan, and possibly 4-5 months to do the larger amount. SEE ABOVE
6. We would still like to offer our help with his other debts, but we would prefer to do this directly with your help negotiating with collection companies after the loan. If we can keep the monthly mortgage payment low enough, we can combine our income and our lower mortgage payment to start paying off all other debt over the next few months. WE NEED TO GET EXACT FIGURES AND SEE WHAT IS POSSIBLE HERE

Let me know your thoughts on this, and if it would still be enough to help. We still have many other decisions to make, but this is one of the largest for us to help him financially. We are still discussing the best live-in care solutions too, but all of these decisions stem from the mortgage itself. I'll call the bank this morning and see what they say.

@ Matt - Since we may still be 3 months away before we have funds for a down payment, could we meet on Sunday to talk about a few hours of live-in care as a temporary option until we have these long term solutions in place?

---

James W. Gallagher <jim@gvdlaw.com>  
To: Jacob Beck <jacobtbeck@gmail.com>

Thu, Nov 10, 2016 at 11:32 AM

Spoke with Samantha Page at Damariscotta Bank and Trust (DB&T). Leol usually deals with Cheryl Martin at the new facility as its all on one floor. Samantha suggested that they have a strict policy against assumption of mortgages – however they would consider financing you so you could pay off the mortgage with DB&T. We would need to consider a support mortgage for the difference between that mortgage (100k +/- I think) and the value of the home (\$150k?). They are not keen on second mortgages but didn't say they would be opposed to a support mortgage. Samantha suggested that you or Leol call Cheryl at the upper main street branch and set up an appointment to speak with her – with Leol present. I could be available if needed. Cheryl is a truly lovely person with a lot of bank experience and a good heart – knows Leol well. I think that might be the route to take here.

Let me know if you are able to set up an appointment with Cheryl and take Leol to the bank with you.

Jim

James W. Gallagher, Attorney

GALLAGHER, VILLENEUVE  DEGEER PLLC

PO Box 247 – 181 Main Street

PURCHASE AND SALE AGREEMENT

November 12, 2016

Effective Date is defined in Paragraph 24 of this Agreement

1. PARTIES: This Agreement is made between Jacob T. Beck and Jill M. Beck ("Buyer") and Paul J. Corson ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy all part of; If "part of" see para. 26 for explanation) the property situated in municipality of Bristol County of Lincoln State of Maine, located at 1913 Bristol Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) Page(s)

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following:

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: RAC

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: garage, all outbuildings, all content within home and on the property.

Seller represents that such items shall be operational at the time of closing, except:

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 105,000 Buyer has made: or will make within business days of the date of this offer, a deposit of earnest money in the amount \$ 100. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ will be paid. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. EARNEST MONEY/ACCEPTANCE: James W. Gallagher ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until December 31 6:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on December 31 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

JB

PC

JB PC

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) \_\_\_\_\_ . The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank shall be paid by Buyer at cash price as of date of closing. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern. The disclosure is not a warranty of the condition of the property and is not part of this Agreement.

13. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Agent makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	h. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Chimney Level II	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	j. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quality (including but not limited to radon, arsenic, lead, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	m. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Air Quality (including but not limited to asbestos, radon, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				o. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				p. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
				q. Other _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property. Since the determination on the acceptability of the results of the above investigations rests exclusively with Buyer, Seller's signature on this Agreement shall constitute written authorization to release the earnest money to Buyer if Buyer terminates the Agreement under this paragraph and Seller agrees to hold the agency holding the earnest money harmless for returning the earnest money to Buyer in the event of such termination.

14. HOME SERVICE CONTRACTS: At closing, the property  will  will not be covered by a Home Warranty Insurance Program to be paid by  Seller  Buyer at a price of \$ \_\_\_\_\_ .

15. FINANCING: This Agreement  is  is not subject to Financing. If subject to Financing:

a. This Agreement is subject to Buyer obtaining a CONVENTIONAL loan of 95 % of the purchase price, at an interest rate not to exceed 4.0 % and amortized over a period of 30 years.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within 60 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.

c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 15 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.

d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.

e. After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.

f. Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay up to \$ 0.00 toward Buyer's actual pre-paid, points and/or closing costs, but no more than allowable by Buyer's lender.

- g. Buyer's ability to obtain financing  is  is not subject to the sale of another property. See addendum Yes  No .
- h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

16. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

\_\_\_\_\_  
Licensee of \_\_\_\_\_ Agency is a  Seller Agent  Buyer Agent  
 Disc Dual Agent  Transaction Broker

\_\_\_\_\_  
Licensee of \_\_\_\_\_ Agency is a  Seller Agent  Buyer Agent  
 Disc Dual Agent  Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

17. MEDIATION: Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

18. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

19. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

22. ADDENDA: Lead Paint -  Yes  No ; Other -  Yes  No

Explain: \_\_\_\_\_

The Property Disclosure Form is not an addendum and not part of this Agreement.

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property  does  does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 days prior to closing.

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within 60 days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

26. OTHER CONDITIONS:

OB llc

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is PO Box 462 Brunswick ME 04011

Jacob Beck 11/12/16 BUYER DATE Jacob Beck 11-12-16 BUYER DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 1913 Bristol Road Bristol ME 04539

Levi L. Corson 11-12-16 SELLER DATE Levi L. Corson SELLER DATE

COUNTER-OFFER: Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) \_\_\_\_\_ (time) \_\_\_\_\_ AM \_\_\_\_\_ PM.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

The Buyer hereby accepts the counter offer set forth above.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

EXTENSION: The time for the performance of this Agreement is extended until \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



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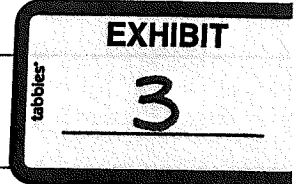
Jacob Beck Levi L. Corson



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**Purchase of Leol Corson's Home**

6 messages



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**Jacob Beck** <jacobtbeck@gmail.com>  
To: jim@gvdlaw.com  
Cc: Matt Corson <corsonmatt@gmail.com>  
Bcc: Jill Beck <jillmbeck@gmail.com>

Mon, Nov 14, 2016 at 11:23 AM

Good morning Jim,

I believe Leol has an appointment to see you soon about our purchase of his home (we drafted up a purchase contract with him over the weekend, that my bank needed for our loan). We also gave him a tiny amount of earnest money that we had on hand.

I did want to clarify a piece that I believe you mentioned to me - but I'm unclear on it and I apologize. Will GVD Law act as the title company, or will we still need to have a separate title company get involved and we would just hold the closing at your office? If we need another title company, I think we may need to revise the paperwork to show that they are holding the earnest money in escrow.

Thank you for your help on all of this, and for watching over Gramp's best interests.

Jake Beck  
801.310.5988

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**Jim Gallagher** <jim@gvdlaw.com>  
To: Jacob Beck <jacobtbeck@gmail.com>

Mon, Nov 14, 2016 at 12:37 PM

Jake: "title companies" are just lawyers hiding behind a company name to avoid liability if they miss something. I can however ethically represent only Leol. I can suggest a couple of good lawyers in town however who could represent you and your wife. First choice would be Rob Gregory- ask to speak with Julie (563-58104). Second choice - but equally good would be Hylie West (563-1424). Both are very understanding and compassionate. I'll look forward to my visit with Leol.

Jim

Sent from my Phaser  
[Quoted text hidden]

# Closing Disclosure

## Closing Information

Date Issued 12/14/2016  
 Closing Date 12/19/2016  
 Disbursement Date 12/19/2016  
 Settlement Agent Gallagher, Villeneuve and DeGeer, PLLC  
 File # 2016-263  
 Property 1913 Bristol Road  
 Bristol, ME 04539  
 Sale Price \$105,000.00

## Transaction Information

Borrower Jacob T Beck, Jill M Beck  
 P.O. Box 462  
 Brunswick, ME 04011  
 Seller Leol L Corson  
 1913 Bristol Road  
 Bristol, ME 04539

## Summaries of Transactions

### SELLER'S TRANSACTION

Due to Seller at Closing **\$105,030.29**  
 Sale Price of Property \$105,000.00  
 Sale Price of Any Personal Property Included in Sale

### Adjustments for Items Paid by Seller in Advance

City/Town Taxes 12/19/16 to 12/31/16 \$30.29  
 County Taxes to  
 Assessments to

### Due from Seller at Closing **\$107,222.33**

Excess Deposit  
 Closing Costs Paid at Closing (J) \$811.00  
 Existing Loan(s) Assumed or Taken Subject to  
 Payoff of First Mortgage Loan \$104,911.33  
 Payoff of Second Mortgage Loan  
 Payoff Midland Funding \$1,500.00  
 Seller Credit

### Adjustments for Items Unpaid by Seller

City/Town Taxes to  
 County Taxes to  
 Assessments to

### CALCULATION

Total Due to Seller at Closing (M) \$105,030.29  
 Total Due from Seller at Closing (N) -\$107,222.33  
 Cash  From  To Seller **\$2,192.04**

## Contact Information

### REAL ESTATE BROKER (B)

Name  
 Address  
 License ID  
 Contact  
 Contact License ID  
 Email  
 Phone

### REAL ESTATE BROKER (S)

Name  
 Address

License ID  
 Contact  
 Contact License ID  
 Email  
 Phone

### SETTLEMENT AGENT

Name Gallagher, Villeneuve and DeGeer, PLLC  
 Address 181 Main Street Damariscotta, ME 04543  
 License ID AGR262266  
 Contact James W. Gallagher  
 Contact License ID PLR 14001  
 Email ellen@gvdlaw.com  
 Phone 207-563-5828



**Questions?** If you have questions about the loan terms or costs on this form, use the contact information above. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at [www.consumerfinance.gov/mortgage-closing](http://www.consumerfinance.gov/mortgage-closing)

## Closing Cost Details

Loan Costs	Seller-Paid	
	At Closing	Before Closing
<b>A. Origination Charges</b>		
0.25 % of Loan Amount (Points)		
<b>B. Services Borrower Did Not Shop For</b>		
<b>C. Services Borrower Did Shop For</b>		
<b>Other Costs</b>		
<b>E. Taxes and Other Government Fees</b>		
Recording Fees	Deed: Mortgage:	
State Deed Transfer Tax	to Maine Revenue Services	\$231.00
<b>F. Prepays</b>		
Homeowner's Insurance Premium ( 12 mo.) to USAA		
Mortgage Insurance Premium ( mo.) to		
Prepaid Interest ( \$10.93 per day from 12/19/16 to 1/1/17)		
Property Taxes ( mo.) to		
<b>G. Initial Escrow Payment at Closing</b>		
Homeowner's Insurance	per month for mo.	
Mortgage Insurance	per month for mo.	
Property Taxes	per month for mo.	
Aggregate Adjustment		
<b>H. Other</b>		
Incoming Wire Fee/Seller's Funds to Gallagher Villeneuve & DeGeer PLLC		\$5.00
Seller's Attorney Fees to Gallagher Villeneuve & DeGeer PLLC		\$550.00
Wire Fee/Payoff to Gallagher Villeneuve & DeGeer		\$25.00
<b>J. TOTAL CLOSING COSTS</b>		
		\$811.00

# Addendum to Closing Disclosure

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## Closing Information

Date Issued	12/14/2016	Closing Date	12/19/2016	Disbursement Date	12/19/2016
File #	2016-263	Sale Price	\$105,000.00		

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## Settlement Agent:

Gallagher, Villeneuve and DeGeer, PLLC

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## Property Information:

Property 1: 1913 Bristol Road Bristol, ME 04539

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## Borrower Information:

Borrower 1:	Jacob T Beck	P.O. Box 462 Brunswick, ME 04011
Borrower 2:	Jill M Beck	P.O. Box 462 Brunswick, ME 04011

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## Seller Information:

Seller 1:	Leol L Corson	1913 Bristol Road Bristol, ME 04539
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## Seller Signatures

I have carefully reviewed the attached Closing Disclosure form and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and distributions to be made on my account or by me in this transaction. I further certify that I have received a copy of the Closing Disclosure form.

*Leol L Corson*

Leol L Corson

*12/19/16*  
Date

## LIVING ARRANGEMENT AGREEMENT

Whereas Leol L. Corson (Leol) has agreed to sell his property at 1913 State Route 130 to Jacob Beck and Jill Beck (the Becks) and;

Whereas the price to be paid has taken into consideration that Leol will continue to live at the residence for and during his natural life and for so long as he is physically able to remain at this home without 24 hour nursing care; and

Whereas the Becks have agreed to and have in fact financed this purchase with USAA in order to have this home as a permanent residence when Leol is no longer able to live there by himself and following his death,

Now Therefore, it is agreed that Leol L. Corson shall remain living at this residence with temporary help as may be necessary for so long as he is able to live by himself or with a minimum of help from outside sources. This agreement shall terminate on Leol's death or if and when Leol's doctor or other health care professional indicates in writing that Leol is in need of long term nursing home care. This agreement shall not be broken solely on a temporary health set-back or nursing home stay which is expected to end in a return to the residence by Leol.

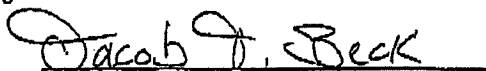
During his lifetime Leol shall be responsible for his personal expenses; utilities such as electric, cable and heat at the home and shall perform or have performed routine maintenance on the property such as keeping the furnace, electrical and plumbing systems working to meet his needs.

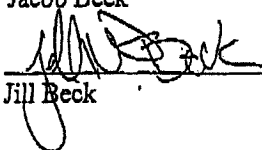
Taxes and insurance costs are anticipated to be escrowed with Becks mortgage payments.

Becks agree that Leol shall have a right of first refusal should they desire to sell the property and he shall have 60 days notice to decide whether to make such a purchase or not. As the right to remain at the property is an integral part of this agreement, if Leol is capable of living alone and not able to purchase the home back from Becks for any reason, Becks will make similar living arrangements for Leol at their expense.

This agreement is intended to be the equivalent of a "support mortgage" but is not being recorded nor otherwise noted in order not to interfere with the mortgage interests to be conveyed to USAA by the Becks this day. It is to be noted that Jill Beck is Leol L. Corson's granddaughter.

Dated at Damariscotta Maine December 19, 2016

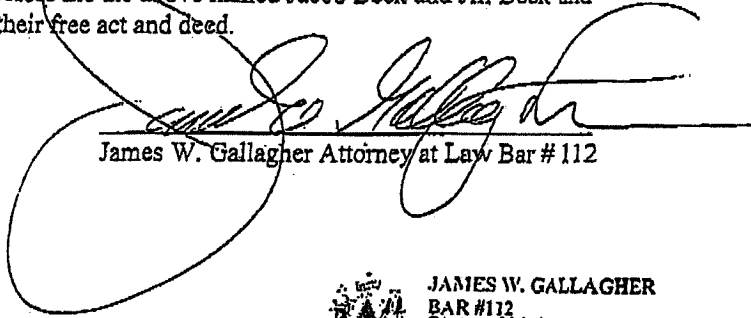
  
\_\_\_\_\_  
Jacob Beck

  
\_\_\_\_\_  
Jill Beck

State of Maine  
Lincoln, SS

December 19, 2016

Then personally appeared before me the above named Jacob Beck and Jill Beck and  
acknowledged the foregoing to be their free act and deed.



James W. Gallagher Attorney at Law Bar # 112



JAMES W. GALLAGHER  
BAR #112  
State of Maine  
Attorney at Law

004-154-08-LEASE



BILL OF SALE

Pemaquid Villas MHP Co-op sells to Leol L. Corson

A 1979 Detroit 70'X14' mobile home

Located at 58 Pemaquid Villas Road, Pemaquid, ME 04558

For the cost of \$4000.

Date: 8/31/17

Bring over  
home stead &  
vet from Act #  
24110

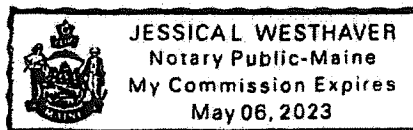
Norma Sprague  
Norma Sprague, Pres. PVMHP

Leol L. Corson  
Leol L. Corson, Buyer

State of Maine  
County of Lincoln

Appeared before me, Norma Sprague and Leol Corson,  
on August 31, 2017.

*[Signature]*  
Notary



STATE OF MAINE

SUPERIOR COURT  
LINCOLN, ss.

DOCKET NO. RE-18-08

**LEOL CORSON,**  
PLAINTIFF

\*  
\*  
\*

v.

**AFFIDAVIT OF JILL BECK**

\*  
\*  
\*  
\*  
\*  
\*

**JACOB BECK AND**  
**JILL BECK,**  
DEFENDANTS

Now Comes Jill Beck, being first duly sworn, who states as follows:

1. My name is Jill Beck and I am a resident of Bristol, Lincoln County, and State of Maine. I have personal knowledge of the facts and events set forth in this Affidavit and I am competent to testify to the same. I certify that the documents attached hereto are true copies of the original documents.
2. I am married to Jacob Beck and I am the granddaughter of Leol Corson.
3. Prior to my husband and my purchase of real estate and buildings located at 1913 Bristol Road, Bristol, Maine and its contents from ("the Bristol Property") from my grandfather, my grandfather was not dependent on others for emotional or physical care or support. My grandfather had a motor vehicle and an active driver's license, played cribbage with friends, and was able to give himself insulin.
4. Two of my uncles, John Corson and Joseph Corson, and their families, were living with my grandfather at his Bristol Property until October 26, 2016, when my grandfather told me that they unexpectedly moved out.
5. At no point did my grandfather "rely" on me or my husband in his decision to sell us the Bristol Property. Such a decision was made in full consultation with two of my grandfather's sons, various members of my grandfather's extended family, and my grandfather's attorney, James Gallagher. A wide range of options were concerned with and by all of these parties before my husband and I made our offer to purchase the Bristol Property.
6. At no point did I take any action, make any statement, or engage in any conduct that was designed to coerce or influence my grandfather to sell me and my husband his home and its contents. I did not make any false promises to my grandfather, nor did I make any threats (express or implied) about what might happen if he didn't sell my husband and I

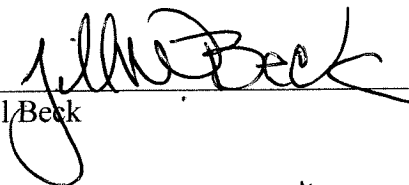


the Bristol Property. I am aware of no such action, statements, or conduct by any third parties.

7. My husband and I originally planned to move into the Bristol home to live with my grandfather after our purchase. However, these plans changed prior to our closing date of December 19, 2016 when my uncle, Jayson Corson, and aunt, Kerstin Corson, offered to move into the Bristol Property until the fall of 2017. Our plan as of closing was to move into the Bristol home with my grandfather in the fall of 2017. It became apparent to me in the summer of 2017 that Jayson and Kerstin were not planning to vacate the Bristol home in the fall, and my husband and I commenced the eviction process. At that time it was our plan and expectation that my aunt and uncle would move out and that my husband and I would move into the Bristol home with my grandfather.
8. At the time of our purchase, the Town of Bristol assessed the land and buildings for \$125,000.00. The home itself was in a state of neglect and disrepair, with water damage and mold issues. The septic system is defective and leaks raw sewage onto a neighboring property, which my grandfather acknowledged to my husband in a post-closing conversation. My opinion is that my husband and I paid my grandfather fair market value for the Bristol land and buildings.
9. The value of the contents of the Bristol home was not \$50,000.00. When my grandfather moved out of the Bristol home, his attorney, James Gallagher, advised us that he had taken all of the items he wanted. [Exhibit 7] Any items left behind by my grandfather when he moved out were of little or no value. My husband and I attempted to sell most of the items that he left behind, and we ended up donating, giving away, or hauling numerous items to the landfill. Again, my grandfather's attorney advised us that my grandfather had removed all of his desired items when he left the Bristol home.
10. My grandfather in fact received "monetary compensation" or "payment" for the sale of the Bristol Property. The sale price of the Bristol Property was \$105,000.00, which was paid in full at closing. My grandfather's proceeds were sufficient to satisfy my grandfather's mortgage on the Bristol home (\$104,911.33) and settled a claim against the Bristol home by Midland Funding in the amount of \$1,500.00. My grandfather further received "monetary compensation" or "payment" by virtue of our written agreement that he could stay in the Bristol home free from the payment of any mortgage, real estate taxes, or insurance, with my grandfather only paying for his personal expenses and performing routine maintenance and upkeep. My grandfather's mortgage payment alone was \$1,162.00 per month, as he stated under oath in his deposition, and this totals \$13,944.00 per year. My grandfather's voluntary decision to vacate the Bristol home in the fall of 2017, against my wishes and the plans made prior to closing, resulted in loss of the additional "monetary compensation" or "payment" he was entitled to receive.

11. Attorney James Gallagher did not represent me or my husband in matters concerning the decision to purchase my grandfather's home and contents. Attorney Gallagher represented my grandfather in these matters, at least until his law office conducted the title examination and closing for the transaction. In fact, Attorney Gallagher sent my husband an email on November 14, 2016 stating that Attorney Gallagher can "only ethically represent Leol" and provided us with names of other real estate attorneys who may be able to assist us.
12. The closing for the purchase of the Bristol Property was held at Attorney Gallagher's office on December 19, 2016. At the closing, Attorney Gallagher presented me and my husband with the Living Arrangement Agreement, and explained to us that this document was intended to ensure that Leol had the legal right to remain in the Bristol home for as long as he could do so with relative independence, and without skilled or full-time care. This was the first time I was aware such a document was being prepared, and I had no conversations or discussions with Attorney Gallagher about this document or its preparation. I signed the document willingly and without reservation.
13. At no point in time did I request, suggest, or encourage that my grandfather add my name to any of his accounts, nor did I make any use of said accounts for my personal benefit. I willingly signed any necessary documents to remove my name from said accounts at my grandfather's request.

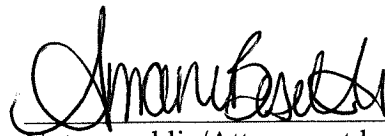
Date: March 15, 2019

  
\_\_\_\_\_  
Jill Beck

March 15<sup>th</sup>, 2019

STATE OF MAINE  
Cumberland, ss.

Then personally appeared before me the above-named Jill Beck who made oath to the truth of the foregoing.

  
\_\_\_\_\_  
Notary public/Attorney at law

**AMANDA BOSITS**  
**NOTARY PUBLIC**  
**State of Maine**  
**My Commission Expires**  
**September 12, 2025**

GALLAGHER, VILLENEUVE  DEGEER PLLC

James W. Gallagher, Attorney  
PO Box 247 -181 Main St. Damariscotta, ME 04543  
p: 207.563.5828 f: 207.563.5819  
email jim@gvdlaw.com



September 20, 2017

Jonathan Davis, Esquire  
Powers & French, P.A.  
209 Main Street  
Freeport, ME 04032

RE: Leol Corson/Jayson & Kerstin Corson/1913 Bristol Road, Bristol, Maine

Dear Jonathan:

Leol and his daughter-in-law Kerstin have come to me with the Notice to Quit that was served on them by Jake on September 13<sup>th</sup> at 8:30 p.m. Having worked in this business for over 40 years it still bothers me when families become estranged.

I firmly believe that Jake and Jill went into this situation with the best of intentions. I believe Leol did as well. Unfortunately there is apparently some bad blood between Jayson and Kerstin and your clients. This seems to have also poisoned the situation between Leol and his granddaughter Jill. I am reminded of the Elder Abuse commercial where Brownie Carson, (Esq.) playing the evil son apparently tries to dispossess his mother after acquiring a Power of Attorney. These situations do in fact happen. At this point I see little chance of reconciliation. Jayson and Kerstin have acquired a used double wide in Pemaquid Villas and are in the process of moving their possessions to the new residence. Leol will be joining them there and your clients will be able to take full and unfettered possession of the property at that time. Because of moving schedules and some repair work that has to be done on the new residence we are asking that by agreement we extend the period for vacating to November 1<sup>st</sup>. It is likely that they will be out sometime between the 13<sup>th</sup> and the end of the month but both Jayson and Kerstin have jobs that they work at 40 hours a week and this makes this move somewhat challenging.

I firmly believe and have told Leol as much, that Jake and Jill intended to make this work. It is unfortunate that it has not and I trust that Jake and Jill will understand that. I can guarantee you that the house will be totally vacant (except for Jake and Jill's possessions) by the end of October or earlier and trust that this will meet with your clients' approval.

Sincerely,

GALLAGHER, VILLENEUVE AND DEGEER, PLLC

  
James W. Gallagher

James W. Gallagher

Jennifer G. Villeneuve

Marcia E. DeGeer

Timothy J. Kimpton

www.gvdlaw.com

STATE OF MAINE

SUPERIOR COURT  
LINCOLN, ss.

DOCKET NO. RE-18-08

**LEOL CORSON,**  
PLAINTIFF

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v.

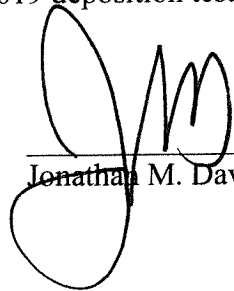
**AFFIDAVIT OF JONATHAN M. DAVIS**

**JACOB BECK AND  
JILL BECK,**  
DEFENDANTS

Now Comes Jonathan M. Davis, being first duly sworn, who states as follows:

1. My name is Jonathan M. Davis. I am an attorney duly licensed to practice law and I am counsel for Jacob Beck and Jill Beck in this matter.
2. Attached hereto as **Exhibit 8** is a true and accurate copy of pages 16-18, 20, 28-29, and 50 of a transcript of Leol Corson's November 13, 2018 deposition testimony in the above-captioned matter.
3. Attached hereto as **Exhibit 9** is a true and accurate copy of pages 17-23, 25-26, 37, and 40-42 of a transcript of Matthew Corson's November 29, 2018 deposition testimony in the above-captioned matter.
4. Attached hereto as **Exhibit 10** is a true and accurate copy of pages 19 and 37-38 of a transcript of John Corson's February 14, 2019 deposition testimony in the above-captioned matter.

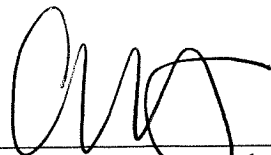
Date: March 15, 2019

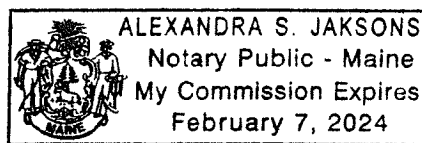
  
 \_\_\_\_\_  
 Jonathan M. Davis

March 15, 2019

STATE OF MAINE  
Cumberland, ss.

Then personally appeared before me the above-named Jonathan M. Davis who made oath to the truth of the foregoing.

  
 \_\_\_\_\_  
 Notary public/Attorney at law



STATE OF MAINE  
LINCOLN, ss.

SUPERIOR COURT  
Docket No. RE-18-08

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

**DEPOSITION OF: LEOL CORSON**

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 Tuesday, November 13, 2018, commencing at 12:59 P.M., pursuant to notice given.

**APPEARANCES:**

**For the Plaintiff:** DENIS CULLEY, ESQ.  
**For the Defendants:** JONATHAN M. DAVIS, ESQ.  
Also present Jill Beck  
Jacob Beck

 ORIGINAL

1 A I haven't talked to either one of them because they  
2 all moved out.

3 Q So all of them at various times were living with you?

4 A Yes, they were.

5 Q Okay. Do you know where Jayson -- or excuse me,  
6 where Joseph and John are currently living?

7 A I know where Joseph is, yes.

8 Q Where is Joseph?

9 A He's in jail.

10 Q And what about John?

11 A And John is living in an apartment in Bristol Mills.

12 Q Do you recall was there a period when John lived with  
13 you at the Bristol property?

14 A He lived at the property all his life until Joe and  
15 Liz talked him into leaving with them.

16 Q And who -- who are Joe and Liz?

17 A Joe is my number three son, and Liz was his wife.

18 Q Okay. And when did John move out?

19 A He moved out with them.

20 Q And do you recall when?

21 A I'm pretty sure it was October 2016.

22 Q When John was living at the Bristol property, would  
23 you describe his responsibilities for maintenance,  
24 upkeep, his -- and any payment of any expenses for  
25 the house itself?

1 A Yes. He helped me -- he helped buy the food and he  
2 helped pay the -- the oil bill.

3 Q And who paid -- and there was -- you previously told  
4 me there was a mortgage on the property. Who paid  
5 that mortgage?

6 A I paid the mortgage.

7 Q And were taxes and insurance included in that  
8 mortgage; do you remember?

9 A No. I paid them separate.

10 Q What role if any did John play in helping you live  
11 independently, live on your own?

12 A I never was on my own more than a week.

13 Q And so what did John -- what if anything did John do  
14 around the house or to help you out?

15 A He helped me make the -- a lot of repairs. And every  
16 year, we -- we repaired and/or fixed or had something  
17 done every year.

18 Q Was John at all responsible for helping you with your  
19 care, whether it's driving you around, helping you  
20 get dressed, cooking your meals or anything like  
21 that?

22 A He did help -- he did the cooking. I was still  
23 driving.

24 Q And are you still driving today?

25 A No, I'm not.

1 Q And do you recall when you stopped driving?

2 A I stopped driving -- it was right after they had  
3 moved out and Jayson and Kerstin had moved in and I  
4 took myself off the road because I'm losing my sight  
5 in my right eye and I've already lost my sight in my  
6 left.

7 Q And I think you had said previously that Jayson and  
8 his family moved -- or Jayson and Kerstin moved in in  
9 December of 2016?

10 A Yes.

11 Q So it would have been after that is when you stopped  
12 driving, around that time?

13 A Yes. And it was right after that, because John took  
14 the truck that I was driving, it was in his name, so  
15 I -- that's when I decided I wouldn't drive no more.

16 Q And Mr. Corson, I want to -- this process can be  
17 difficult, this process can be stressful. I would  
18 encourage you to tap your attorney on the shoulder if  
19 you want to take a break just to get some fresh air  
20 or anything like that again, I extend that offer  
21 again to you, that don't -- I'll keep going until you  
22 tell me to stop. If you need to take a break, you  
23 just let me know, okay?

24 A I'm good.

25 Q Okay. When John was living with you at the Bristol



1 with them. I have no -- I don't know why he -- the  
2 real reason. He never told me.

3 Q Did he give you a notice? How much advance notice  
4 did you have that he was going?

5 A I had none. Just -- just like that.

6 Q What impact did that have on your finances?

7 A It was going to have an impact, yes. But I would  
8 have found a way to have that done. I was thinking  
9 about getting a power -- a reverse mortgage even  
10 then.

11 Q And do you recall what steps you took to explore the  
12 options for a reverse mortgage?

13 A Well, I was thinking about getting a reverse mortgage  
14 for the simple reason down the road I wouldn't be  
15 able to make the mortgage payment and pay all the  
16 other bills for very long. That's why I was thinking  
17 about it.

18 Q How much -- do you recall -- do you recall how much  
19 your mortgage payment was?

20 A My mortgage payment was \$1,162.

21 Q And at that time -- again, so let's focus on the  
22 period of September or October of 2016. Do you  
23 recall what your income was?

24 A My income was about \$2,500 a month.

25 Q And what are the -- what was the source of that

1 other conversations that you had with Jacob and Jill  
2 about trying to undo what happened in December of  
3 2016?

4 A No.

5 Q Do you recall any conversations with Jacob and Jill  
6 about the idea of somebody paying Jacob and Jill rent  
7 for the property?

8 A I don't know. I was -- I was told that they should  
9 not try to sell the house, they -- they should not  
10 try to rent the place because it was under a lawsuit.

11 Q And I want to -- I'm trying -- let me be more clear.  
12 And I apologize. I want to --

13 MR. CULLEY: Just sort of -- the form of the  
14 question, some of these questions are a very small  
15 amount of time and then some of them are like ever.  
16 And I think maybe if you explain to Leol if you're  
17 asking him about a certain time or ever, it might  
18 help.

19 MR. DAVIS: Thank you.

20 MR. CULLEY: Yes.

21 BY MR. DAVIS:

22 Q So let's focus our attention between December of 2016  
23 and October of 2017, okay?

24 A Okay.

25 Q During that period, who was living at the Bristol

1 Road property?

2 A I was living there and my son and my -- and his wife  
3 was living there.

4 Q During that period, what is your understanding if any  
5 of who owned the Bristol Road property?

6 A Jill and Jake owned the property. They were there to  
7 take care of me for the year that they couldn't be  
8 there. And they -- they couldn't be there until  
9 November of '17, and Jayson and Kerstin would have to  
10 move out by November of '17 when they were going to  
11 move in.

12 Q So then is it your understanding -- and if I'm  
13 putting words in your mouth, your attorney will  
14 object -- was it your understanding that Jayson and  
15 Kerstin -- Kerstin were going to be in the home with  
16 you until November of 2017 --

17 A Yes, they --

18 Q -- at which -- at which time, Jacob and Jill were  
19 going to move into the home and take care of you?

20 A Yes. And they were going to have to move out by  
21 November.

22 Q And during the period that -- again from December of  
23 2016 to October of 2017, was there any conversation  
24 that you're aware of about Jacob and Jill being paid  
25 rent for the property?

1 A Yes, she is.

2 Q Okay. Just -- I just have a few more questions, then  
3 Mr. Culley may have some questions for you, as well.

4 Going back to the period from November 2016 to  
5 December 31, 2016, can you describe any specific  
6 actions, conduct, statements or similar things done  
7 or said by Jacob and Jill that you feel were wrong or  
8 underhanded or sneaky or conniving?

9 A They weren't even there.

10 Q Do you feel that -- that Jacob and Jill took  
11 advantage of you?

12 A I wouldn't say that, no.

13 Q Do you feel that Jacob and Jill cheated you out of  
14 the house?

15 A No, I wouldn't say that, either.

16 Q Do you feel that Jacob and Jill --

17 A I --

18 Q -- twisted your arm into signing over the house?

19 MR. CULLEY: I think he was still answering.

20 MR. DAVIS: I'm sorry; I apologize.

21 MR. CULLEY: Yes.

22 MR. DAVIS: Thank you, Mr. Culley.

23 A No, they didn't twist my arm. They volunteered to  
24 buy the property. And I knew that -- that they --  
25 they -- I thought they were going to move right in,

STATE OF MAINE  
LINCOLN, ss.

SUPERIOR COURT  
Docket No. RE-18-08

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

**DEPOSITION OF: MATTHEW CORSON**

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 Thursday, November 29, 2018, commencing at 2:29 P.M., pursuant to notice given.

APPEARANCES:

**For the Plaintiff:** DENIS CULLEY, ESQ.  
**For the Defendants:** JONATHAN M. DAVIS, ESQ.  
Also present Jill Beck  
Jacob Beck

 ORIGINAL

1 John had taken care of him up until that point.

2 And then of course they had created some debt  
3 that was in my father's name when he left because  
4 they had refinanced some stuff and they remortgaged  
5 the house. And I don't recall the exact number of  
6 what that was, but my father had stated that he  
7 wouldn't be able to, you know, stay in the house  
8 and -- and pay that off by himself because him and  
9 John were paying that. It was both of their debt.

10 Q And so at this family -- at this meeting that you've  
11 described, would you tell me what the conversation  
12 was about?

13 A Well, it was about how we were going to go forward  
14 with, you know, my father being able to stay there.

15 Q Can you describe what options were considered if any,  
16 or discussed if any?

17 A Well, I had brought up that we should do a reverse  
18 mortgage. And my father was on board with that  
19 reverse mortgage at first.

20 Q Okay. Were any other options at this meeting  
21 discussed besides the reverse mortgage?

22 A I don't think so. I think that was all we had  
23 discussed, because we -- we figured that would be the  
24 answer to his dilemma.

25 Q So when this meeting concluded, was there discussions

1 and agreement about a plan to move forward to make  
2 sure your dad was being taken -- going to be taken  
3 care of?

4 A As I recall it, we had planned on meeting at the  
5 lawyer's. My father wanted to talk to his lawyer  
6 about how it was going to go. And I don't know  
7 exactly when that conversation took place. I believe  
8 it was at the meeting, but --

9 Q So the family meeting -- I just want to make sure  
10 that we understand. And if anything I say is not  
11 accurate --

12 A Mm-hmm.

13 Q -- please correct me.

14 A Yes.

15 Q Is your testimony that at the family meeting, at some  
16 point there was discussion about a reverse mortgage?

17 A Mm-hmm.

18 Q That your dad was receptive but wanted to talk to an  
19 attorney about it?

20 A Yes. And I'm not even sure that the attorney part of  
21 that came up at the meeting. I think he just wanted  
22 to look into it.

23 Q At some point after this meeting that you described,  
24 did you take your father to meet with Attorney James  
25 Gallagher?

1 A I did.

2 Q Who else was present if anybody at this meeting?

3 A I believe Jake was there.

4 Q Are you aware of at any point in time during that --  
5 this meeting at Mr. Gallagher's office of whether Mr.  
6 Gallagher spoke separately with your father?

7 A He did not.

8 Q So who was present when Mr. Gallagher spoke with your  
9 father?

10 A Myself and Jake.

11 Q Did you have any conversations -- do you recall  
12 having any conversations with Jake at or prior to  
13 this meeting about other options in addition to  
14 reverse mortgage?

15 A We -- we -- again, timelines are hard for me. I  
16 don't know which meetings -- I mean, it -- but in  
17 that conversation, Gallagher had urged my father not  
18 to pursue that.

19 Q To pursue?

20 A The reverse mortgage. He didn't think that was a  
21 good idea for him.

22 Q And did Mr. Gallagher in your presence explain why?

23 A He explained -- and I'm going to explain it in the  
24 best I can -- to the extent that if my father got  
25 sick and was hospitalized for a period of time, that



1 the mortgage company that did the reverse mortgage  
2 could take over the home if he wasn't occupying it  
3 for a -- and I don't remember the period of time, but  
4 a period of time.

5 Q Do you recall at any point in time at this meeting at  
6 Mr. Gallagher's office with you and Jake present,  
7 did -- do you recall hearing Mr. Gallagher caution  
8 your father about the two of them talking with other  
9 people present?

10 A Can you repeat that?

11 Q Sure. And that was a bad question. I apologize.

12 A It was. No; I -- I got the gist of it, but I --

13 Q So jump in -- I'm going to try and lay some  
14 groundwork, then you can jump in if I misspeak,  
15 though, okay?

16 A Okay.

17 Q So you brought your dad to see Mr. Gallagher at  
18 Attorney Gallagher's office, right?

19 A Correct.

20 Q You met Jacob there?

21 A I did.

22 Q You all met with Mr. Gallagher?

23 A Correct.

24 Q Prior to that meeting to walking into the -- or  
25 wherever the conversation occurred, do you recall Mr.

1 Gallagher giving some warning or caution to your  
2 father about speaking with other people present?

3 A Yes, he did. And he basically had said something to  
4 the effect that -- he asked whether I -- he had any  
5 objection of me being there. And then he asked also  
6 about Jake, do you have any objection. And my father  
7 answered no, they can hear everything we've got to  
8 say.

9 Q And would you tell me what was discussed with Mr.  
10 Gallagher in your presence and in Jacob's presence at  
11 that meeting?

12 A There was -- there was several meetings that we had.  
13 There was another meeting later on. So my  
14 recollection would be a combination, more than just  
15 that meeting. But in that meeting, he did explain to  
16 him about the reverse mortgage and his -- and his  
17 thoughts of not doing the reverse mortgage.

18 Q So Mr. Gallagher explained -- I'm just making sure  
19 because we used some pronouns of him and his to make  
20 sure we understand.

21 A Mr. Gallagher.

22 Q Mr. Gallagher explained to your father his thoughts  
23 about the reverse -- Mr. Gallagher's thoughts about  
24 the reverse mortgage and why Mr. Gallagher didn't  
25 think it was a good idea for your father?

1 A Correct.

2 Q At some point in time thereafter, did you have any --  
3 in any of these meetings with Mr. Gallagher the topic  
4 of having a family member buy the house come up?

5 A We did.

6 Q And do you recall who was present when that topic  
7 came up?

8 A I'm quite confident myself and Jake and my father.

9 Q And was Mr. Gallagher also present during this  
10 conversation?

11 A I --

12 Q That you recall?

13 A That I recall, yes. I recall that being done in his  
14 office.

15 Q And would you describe for me, if you recall, those  
16 conversations and discussions about having a family  
17 member purchase the house?

18 A John Gallagher was all for that. He was for that  
19 happening, keep it in the family. Being able to live  
20 there the rest of his life was discussed, you know.

21 Q During any of these meetings with Mr. Gallagher, did  
22 you -- was anything said by Mr. Gallagher that -- let  
23 me rephrase that question. I apologize.

24 During these meetings with Mr. Gallagher in your  
25 presence with your father and with -- with Jacob

1 Beck, was anything said by Mr. Gallagher that led you  
2 to think that this was a matter of some urgency, some  
3 importance?

4 A I would have to say yes. Yes.

5 Q Was there discussion in your presence with Mr.  
6 Gallagher regarding your father's mental capacity and  
7 competence and judgment?

8 A There was none. He -- he asked my father -- he asked  
9 my father -- if I remember correctly, he asked my  
10 father some questions about the past, he asked him  
11 about -- and I could tell that he was -- he was  
12 rattling things off to see if my father remembered or  
13 didn't, and my father was as sharp as a tack.

14 Q During these conversations with Mr. Gallagher in your  
15 presence, did the topic of your brother John and how  
16 he cared for your father or your father's finances  
17 come up?

18 A Yes.

19 Q Will you describe those conversations for me, please?

20 A It's hard to describe because I don't remember the  
21 whole conversation, but I know that we talked about  
22 John, you know, how they created the debt to begin  
23 with, why they did the, you know, refinanced the  
24 house. The house was paid for, and they refinanced  
25 it. Those -- those type of discussions were -- were

1 his wife have lived in your father's -- the home your  
2 father owned in Bristol say within the last two  
3 years?

4 A Yes. They moved in. They moved in to take care of  
5 my father. That was the deal.

6 Originally the deal was is Jake and Jill were  
7 going to take care of -- became the logistics,  
8 because they work here in Freeport, Brunswick --

9 Q You can't look at them to phone a friend. You got  
10 to --

11 A Sorry.

12 Q -- look at me.

13 A Okay. But what I'm saying is is that they were going  
14 to take care of my father. And then Jayson stepped  
15 in and said, you know, we want to come down, be  
16 closer to my grandson. So we had another meeting at  
17 some point and discussed Jayson and Kerstin providing  
18 care for him.

19 Q And do you recall -- so I'll -- are you aware of  
20 whether your father's Bristol home was in fact sold  
21 to a family member?

22 A Yes.

23 Q And which family members are you aware of purchased  
24 or acquired your father's Bristol home?

25 A Jake and Jill.

1 Q And you were just talking about a plan for your  
2 father's care. And did I -- do I understand your  
3 testimony correctly to be that you understood the  
4 original plan was that Jacob and Jill were going to  
5 stay and care for your father?

6 A In the original plan, yes.

7 Q And at some point in time, that plan changed?

8 A It did.

9 Q And did I understand your testimony to be that that  
10 plan changed -- or you became aware of a potential  
11 change to that plan at another family meeting?

12 A I'm not sure we had a meeting, but we did have a  
13 discussion.

14 Q And when you say we had a discussion --

15 A We meaning Jake, Jill, probably Jayson, Kerstin, my  
16 father, and myself.

17 Q And can you describe your recollection of those  
18 conversations or that discussion?

19 A Well, Jayson had already discussed it with my father  
20 at that point that I was probably brought in. So it  
21 was -- it was already kind of in the works that, you  
22 know, Jayson and Kerstin would move into the house  
23 and -- and care for my father.

24 Q And as -- at these conversations, did you have an  
25 impression as to whether that was going to be a

1 on.

2 Q When you say we, who would that --

3 A We -- early on, it would have been all of us, Jayson,  
4 Kerstin, Jill, Jake, myself, my father, and we would  
5 discuss what's going on. Latter part might have been  
6 just Jayson, Kerstin, my father and me.

7 Q And based on your observations, not based on what  
8 anyone else may have told you, but based on your  
9 observations, do you feel that Jake -- Jacob and Jill  
10 did anything tricky or underhanded with the purchase  
11 of your Dad's home?

12 A No.

13 Q Do you have any concerns that they somehow took  
14 advantage of him?

15 A No. No concern of that.

16 Q Nothing further. Mr. Culley may have some questions  
17 for you.

18 A Okay.

19 EXAMINATION

20 BY MR. CULLEY:

21 Q Yes, Matt, I'm curious -- is it Matt or Matthew?  
22 Doesn't matter?

23 A People call me either or.

24 Q Sure. Okay.

25 When did the plan for Jake and Jill to care for

1 had already decided that they were buying the house.

2 Q So -- so it's your understanding that they bought the  
3 house and were planning to live in the house, but at  
4 some point Jayson contacted them and said don't live  
5 in the house, I want to live in the house?

6 A I'm not sure it was exactly that, but I -- I'm sure  
7 that what was said was that Jayson said well, we'll  
8 move in and take care of my father, Leol.

9 So you know, I -- again, I don't recall exactly  
10 when. It would have been after -- after the decision  
11 that they bought -- they were buying the house that  
12 Jayson approached all of us at that point to tell us  
13 that, you know, they wanted to move down.

14 Q Didn't you say earlier that Jayson and Kerstin said  
15 they would live in the house because Jake and Jill  
16 were busy with their work in --

17 A Their work was further away. I think it was  
18 convenient for both parties at the time. I think  
19 that's why it was such a good idea for Jayson.  
20 Jayson was going to be closer to his grandson Jayson,  
21 and the -- everyone knew that Jill and Jake's work  
22 was, you know, in Brunswick. So I'm sure that the  
23 discussion went that, you know, it would work out  
24 better if Jayson and Kerstin moved in.

25 Q And -- and you're sure of that just -- not because



1           you heard it, just because that's what you believe?

2   A       No. That's how it went.

3   Q       Oh.

4   A       That -- that's the -- that's -- I mean, I was part of  
5           some of those conversations. I -- I know that that  
6           was the intent was Jayson was moving in to take care  
7           of my father, and Jake and Jill would still own the  
8           home, it's their house, but they would just live  
9           there and take care of my father so that they could  
10          be closer to their grandson.

11   Q       Who -- who would -- I'm having the same problem that  
12          Attorney Davis had.

13   A       Jayson and Kerstin would live there, take care of my  
14          father so that they would be closer to their  
15          grandson.

16   Q       And so -- so you know -- you know as a fact that it  
17          was Jayson and Kerstin's idea to move into the house?

18   A       Absolutely.

19   Q       And had nothing to do with the fact that Jacob and  
20          Jill could not live in the house?

21   A       Absolutely not.

22   Q       How do you know that?

23   A       They were -- they were going to live in the house.  
24          Their plan was is they were going to travel back and  
25          forth to Brunswick. That was their original plan.

1 Q And live in the house, do both?

2 A They were going to live in the house. They had to  
3 travel back and forth because that's where they were  
4 going to live. They were going to work -- still work  
5 in Brunswick area, wherever they were, and -- and  
6 just travel back and forth to Bristol.

7 Q Yes. And you know that from these family meetings?

8 A Family meetings, when we were at the lawyer's, a lot  
9 of -- a lot of that discussion happened over time,  
10 but it -- it happened. That was what was going to  
11 happen.

12 They were taking -- they were going to take care  
13 of my father because they were buying the house, and  
14 the deal was, as I -- the deal was is that they  
15 bought the house in the understanding that, you know,  
16 they would take care of my father. That changed  
17 after Jayson came back and said hey, we want to move  
18 down to be closer to our grandson, maybe we'll just  
19 move in. That way, they didn't have -- they is Jake  
20 and Jill -- wouldn't have to do as much traveling,  
21 they could stay here in Freeport area.

22 Q And so that's your understanding of how it came  
23 about?

24 A It -- it's how it went. It's not understanding; it  
25 is how it was. That was all of the discussions.

STATE OF MAINE  
LINCOLN, ss.

SUPERIOR COURT  
Docket No. RE-18-08

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

**DEPOSITION OF: JOHN CORSON**

Taken before Heather M. Williams, a Notary Public in and for the State of Maine, at the Law Offices of Gallagher, Villeneuve & DeGeer, at 181 Main Street, Damariscotta, Maine, on Thursday, February 14, 2019, commencing at 1:04 P.M., pursuant to notice given.

 ORIGINAL

APPEARANCES:

**For the Plaintiff:**

DENIS CULLEY, ESQ.  
CRYSTAL ROY

**For the Defendants:**

JONATHAN M. DAVIS, ESQ.

Also present

Laurie McLean Reckendorf  
Jacob Beck  
Jill Beck  
Leol Corson

1 It's down back.

2 BY MR. DAVIS:

3 Q During the time that you lived at the house, were you  
4 aware of any issues with the septic system  
5 malfunctioning or discharging raw sewage?

6 A I know we had to have it pumped several times, yes.  
7 I know the leach field had problems, but my father  
8 and I, we didn't have the money to fix the septic  
9 tank, the leach field, no.

10 Q So I apologize, because you said yes and no there a  
11 couple of times, so I want to make sure which one  
12 you're saying yes to and which one you're saying no  
13 to.

14 My question was were you aware of issues with  
15 the septic system or the discharge of raw sewage on  
16 the property?

17 A No on the raw sewage, because I didn't know that.

18 Q Okay.

19 A And yes, it was problems with the leach field. We  
20 knew that, but we couldn't afford to have it fixed.  
21 And we had the septic tank pumped -- every few years,  
22 we would pump the septic tank so it would be no  
23 problem.

24 Q Are you aware that -- are you aware of whether your  
25 brother Jayson Corson and his wife -- I always

1 A -- going to throw it out there.

2 Q I -- I understand.

3 So would care for your dad, what kind of wounds  
4 were they?

5 A When he had surgeries -- he had to have a toe taken  
6 off, and before the toe was taken off, had to be  
7 soaked. And he couldn't get the water and the basin  
8 to soak his foot and that; I did it.

9 Q Yes.

10 A I took care of him. Whatever he needed, I took care  
11 of him. I loved my father. I still do today. Am I  
12 upset with him that he asked me to leave? Yes. But  
13 I'm working on that relationship, and I hope it can  
14 improve.

15 Q Regarding the care and the feeding and transportation  
16 that you gave to your dad, do you have any doubt that  
17 he could have lived in the home alone without your  
18 help?

19 A I think he could have stayed there. He just wasn't  
20 good at making meals himself. So someone would have  
21 had to help him with that. But -- he would eat hot  
22 dogs and that.

23 He could take care of himself for a day or two  
24 if he had to be alone, but someone would have to go  
25 in and check on him. I would be afraid he would

1           forget to take his -- he wouldn't forget. He  
2           wouldn't take his insulin because sometimes he just  
3           didn't like doing it.

4   Q       Did you help him with his insulin?

5   A       When -- when he first got the insulin, I used to have  
6           to give it to him until he got used to doing it.

7   Q       How do you do that? What -- what did you do?

8   A       What did -- he had to lift his shirt up and take an  
9           alcohol swipe, he had -- first he had to take his --  
10          prick his finger and see what -- what the blood was.  
11          And we had to see how much insulin he needed and  
12          judge it on a floating scale. And then I would clean  
13          his side of his stomach and give him the shot in his  
14          stomach with the insulin.

15                 And I was instructed on how to do it by the  
16          doctor, and the nurses taught me how to do it. So --

17   Q       So you were trained in that?

18   A       Yes.

19   Q       Yes. Did --

20   A       And then he started doing it himself. He just didn't  
21          like needles; he was afraid of them at first.

22   Q       Sure.

23                 Did you deal with his medical providers?

24   A       Yes.

25   Q       Yes. And did you pick up his prescriptions?