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IN THE
SUPREME COURT
OF THE
STATE OF IDAHO

MAUREEN ERICKSON,

COPY
Volume I

Personal Representative,
Appellant,

VS.

JEROME S MCKEE,

Respondent. and

Appealed from the District Court of the First
Judicial District for the State of Idaho, in and
for Shoshone County County

Hon. Fred Gibler District Judge

Lloyd Herman

Attorney for Appellant

Charles Dean

Attorney for Respondent

FILED - COPY	
Filed this _____ day of _____, 19____	
APR - 1 2011	Clerk
By _____	Deputy

CURTIS PRINTERS, CALDWELL, IDAHO 83404

38130

IN THE SUPREME COURT OF THE STATE OF IDAHO

IN THE MATTER OF THE)
ESTATE OF NATALIE PARKS)
MCKEE,)
Deceased,)
MAUREEN ERICKSON,)
Personal Representative,)
Appellant,)
vs.)
JEROME S. MCKEE,)
Respondent.)
_____)

SUPREME COURT NO. 38130-2010
DISTRICT COURT NO. CV-2006-40

CLERK'S RECORD ON APPEAL

APPEALED FROM THE DISTRICT COURT OF THE FIRST JUDICIAL
DISTRICT OF THE STATE OF IDAHO, IN AND FOR
SHOSHONE COUNTY

HONORABLE FRED GIBLER - DISTRICT COURT JUDGE

LLOYD HERMAN
Attorney at Law
213 N University Rd
Spokane WA 99206

CHARLES DEAN
Attorney at Law
1110 West Park Place, Ste 212
Coeur d'Alene ID 83814

ATTORNEY-APPELLANT

ATTORNEY-RESPONDENT

SUPREME COURT NO. 38130-2010 DISTRICT COURT NO. CV-2006-40

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Attorney at Law
123 McKinley Avenue
Kellogg, Idaho 83837
Telephone: (208) 783-1231
Facsimile: (208) 783-1232
Idaho State Bar No. 2291

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED # 444

2006 JAN 23 A 11: 22

PEGGY WHITE
CLERK DIST. COURT

BY Sail Elliott
ATTORNEY

ATTORNEY FOR APPLICANT

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF)
)
NATALIE PARKS McKEE,)
)
)
)
Deceased.)
_____)

CASE NO. CV-2006- 40
APPLICATION FOR INFORMAL
PROBATE OF WILL AND
INFORMAL APPOINTMENT OF
PERSONAL REPRESENTATIVE

L4 #82nd PD.

APPLICANT, MAUREN ERICKSON, STATES AND REPRESENTS TO THE COURT THAT:

1. Applicant's interest in this matter is that of a child of the decedent and a devisee under the decedent's will.
2. The person whose appointment as personal representative is sought is Applicant and is qualified to act as such and has priority as a devisee and heir of the decedent.
3. The decedent died on December 19, 1994, at the age of eighty-two (82) years.
4. Venue is proper because at the time of death the decedent was domiciled in this county.
5. The names and addresses of the spouse, children, heirs, and devisees of the decedent, and the ages of those who are minors so far as known or ascertainable with reasonable diligence by applicant are:

1. APPLICATION FOR INFORMAL PROBATE OF WILL AND
INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE

ASSIGNED TO
JUDGE MCGEE

<u>NAME</u>	<u>ADDRESS</u>	<u>RELATIONSHIP</u>
Bill McKee	106 E. Idaho Ave. Osburn, ID 83849	Husband
Maureen Erickson	4702 S. Pender Lane Spokane, WA 99224	Daughter

6. No personal representative has been appointed in this state or elsewhere whose appointment has not been terminated.
7. Applicant has neither received nor is aware of any demand for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere.
8. The time limit for informal probate or appointment has not expired because more than three years have passed since the decedent's death, but tardy probate and appointment are authorized because the Applicant was not aware of the whereabouts of the holographic will of the decedent dated June 26, 1994, until 2004, when said will was discovered by Applicant.
9. The original of the decedent's holographic will, dated June 26, 1994, is in the possession of the Court. To the best of applicant's knowledge, neither that will nor any other will of the decedent has been the subject of a previous probate order.
10. Applicant believes that the will which is the subject of this application was validly executed.
11. Having exercised reasonable diligence, applicant is unaware of any instrument revoking the will which is the subject of this application and believes that such will is the decedent's last will.
12. To the best of applicant's knowledge, the will to which this application relates is not part of a known series of testamentary instruments (other than wills or codicils), the latest of which does not expressly revoke the former.
13. Bond is not required under I.C. 15-3-603.
14. Any required notice has been given or waived.

WHEREFORE, APPLICANT REQUESTS THAT:

1. The decedent's holographic will, dated June 26, 1994, be informally probated.
2. **APPLICATION FOR INFORMAL PROBATE OF WILL AND
INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE**

2. MAUREEN ERICKSON be informally appointed personal representative of the estate of the decedent, to act without bond.
3. Upon qualification and acceptance, letters testamentary be issued.

DATED this 20th day of January, 2006.

Michael F. Peacock
 MICHAEL F. PEACOCK
 Attorney for Applicant

VERIFICATION

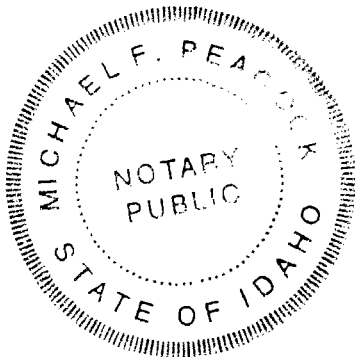
STATE OF Idaho)
 : ss
 COUNTY OF Shoshone)

Applicant, being sworn, says that the facts set forth in the foregoing application are true, accurate, and complete to the best of applicant's knowledge and belief.

Maureen Erickson
 Applicant

SUBSCRIBED AND SWORN to before me this 20 day of JANUARY, 2006.

Michael F. Peacock
 NOTARY PUBLIC
 Residing at: Proch
 My Commission Expires: 11/2/08



3. APPLICATION FOR INFORMAL PROBATE OF WILL AND INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE

6/26/94

I will all of my portion
of our property, real and
personal, and every part
of our estate to my daughter -
Maureen Katherine McKee Erickson
Also appoint her executrix
of our estate.

I do this knowing she
will help Jerome Storm
McKee (her brother) and
his family should they
ever need it.

The household items
may be divided between
them with first choice
going to Maureen.

I am of sound mind
and have not been
influenced by anyone.

Natalie Parks McKee

June 26, 1994.

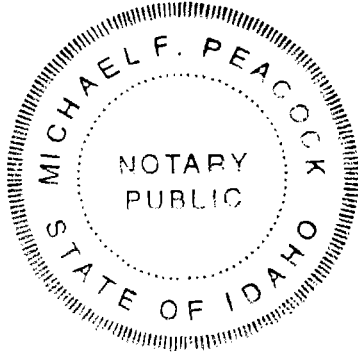
FURTHER, Affiant sayeth not.

DATED this 20th day of January, 2006.

Bill McKee

BILL McKEE

SUBSCRIBED AND SWORN to before me this 20th day of January, 2006.



Michael F. Peacock
Notary Public, State of Idaho

Residing at *Peacock*

My commission expires: 11/1/08

2. AFFIDAVIT OF BILL McKEE

MICHAEL F. PEACOCK
Attorney at Law
123 McKinley Avenue
Kellogg, Idaho 83837
Telephone: (208) 783-1231
Facsimile: (208) 783-1232
Idaho State Bar No. 2291

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2006 JAN 23 A 11:23

PEGGY WHITE
CLERK DIST. COURT

BY Neil Elliott
DEPUTY

ATTORNEY FOR PERSONAL REPRESENTATIVE

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF) CASE NO. CV-2006- 40
)
NATALIE PARKS McKEE,) PRELIMINARY INVENTORY
)
)
Deceased.)
)

The undersigned, as Personal Representative of the estate of the above-named decedent, states and represents that:

1. The schedules attached hereto constitute a full and complete inventory of the property owned by the decedent as far as the same has come to the possession or knowledge of the undersigned.
2. The values set forth in such schedules are the fair market values of the decedent's property as determined as of December 19, 1994, the date of the decedent's death, by:
 - (a) _____ the undersigned.
 - (b) _____ the undersigned with the assistance of qualified and disinterested appraisers, the name and addresses of whom appear in such schedules with the items they appraised.

DATED this 3rd day of January, 2006.


MAUREEN ERICKSON

1. PRELIMINARY INVENTORY

Inventory of Property of
NATALIE PARKS MCKEE, Deceased
Dated: December 19, 1994.

RECAPITULATION

Schedule A - Real Estate

Schedule B - Stocks and Bonds

Schedule C - Mortgages, Notes and Cash

Schedule D - Other Miscellaneous Property

Schedule E - Encumbrances

TOTAL NET VALUE

2. PRELIMINARY INVENTORY

Schedule A -- Real Estate

Government Lot 2, Section 17, Township 49 North, Range 2 E.B.M., Shoshone County, State of Idaho.

EXCEPT all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto whether expressed or implied.

SUBJECT TO:

1. An easement dated November 21, 1928 to P.W. Pitge and J.A. Bickerstaff as recorded in Book 51 of Deeds, page 573 records of Shoshone County.
2. Right of way deed to the United States of America granting an easement and right-of-way 60 feet wide across the NW1/4 of Lot 2, Section 17, Township 49 N Range 2 E.B.M. for the construction etc. for State Public Highway.
3. Right of way recorded May 6, 1952 to Linfor Lumber Company.
4. Right of way to Yellowstone Pipe Line dated and recorded November 30, 1953.
5. Right of way to Shoshone County for a 60 feet strip of land for road purposes, recorded as Document No. 160079 in Shoshone County, Idaho.

Value: To be determined.

Schedule B -- Stocks and Bonds

Schedule C -- Mortgages, Notes, and Cash

Schedule D -- Other Miscellaneous Property

Schedule E -- Encumbrances

MICHAEL F. PEACOCK
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 123 McKinley Avenue
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 Idaho State Bar No. 2291

STATE OF IDAHO
 COUNTY OF SHOSHONE/SS
 FILED

2006 JAN 24 P 3:25

PEGGY WHITE
 CLERK DIST. COURT

BY Bail Elliott
 DEPUTY

ATTORNEY FOR APPLICANT

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF)	CASE NO. CV-2006- 40
))
NATALIE PARKS McKEE,)	STATEMENT OF INFORMAL
)	PROBATE OF WILL AND
)	INFORMAL APPOINTMENT OF
Deceased.)	PERSONAL REPRESENTATIVE
))

Upon consideration of the Application for Informal Probate of Will and Informal Appointment of Personal Representative filed by MAUREEN ERICKSON, the Court finds that:

1. The application is complete.
2. Applicant has made oath or affirmation that the statements contained in the application are true to the best of applicant's knowledge and belief.
3. Applicant appears from the application to be an interested person as defined by the Idaho Uniform Probate Code.
4. The decedent died on December 19, 1994, at the age of eighty-two (82) years.
5. On the basis of the statements in the application, venue is proper.
6. An original, duly executed, and apparently unrevoked holographic will, dated June 26, 1994, is in the Court's possession.
7. Any required notice has been given or waived.

1. STATEMENT OF INFORMAL PROBATE OF WILL AND
 INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE

8. On the basis of the statements in the application, the will to which the application relates is not part of a known series of testamentary instruments (other than wills or codicils), the latest of which does not expressly revoke the former.
9. On the basis of the statements in the application no personal representative has been appointed in this state or elsewhere.
10. On the basis of the statements in the application, neither the will to which the application relates nor any other will of the decedent has been the subject of a previous probate order in this state.
11. It appears from the application that the time limit for informal probate and appointment has not expired.
12. The application does not indicate the existence of a possible unrevoked testamentary instrument which may relate to property subject to the law of this state, and which is not filed for probate in this Court.
13. Based on the statements in the application, the person whose appointment as personal representative is sought is qualified to act as personal representative and has priority entitling said person to the appointment.
14. Bond is not required.
15. The applicable time period within which no action can be taken on an application for informal probate and appointment has elapsed.

THEREFORE:

1. The holographic will of the decedent, dated June 26, 1994, is hereby informally probated.
2. MAUREEN ERICKSON is hereby appointed personal representative of the estate of the decedent, to act without bond.
3. Upon qualification and acceptance, letters testamentary shall be issued.
4. Notice shall be given in accordance with I.C. 15-3-705.

DATED this 24 day of January, 2006.



MAGISTRATE

2. STATEMENT OF INFORMAL PROBATE OF WILL AND
INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that on the 24 day of January, 2006, a true and correct copy of the foregoing was mailed by regular mail, postage prepaid, addressed to the following parties:

MICHAEL F. PEACOCK
Attorney at Law
123 McKinley Ave.
Kellogg, ID 83837

Clerk of the District Court

By: April Elliott
Deputy

3. STATEMENT OF INFORMAL PROBATE OF WILL AND
INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE

MICHAEL F. PEACOCK
Attorney at Law
123 McKinley Avenue
Kellogg, Idaho 83837
Telephone: (208) 783-1231
Facsimile: (208) 783-1232
Idaho State Bar No. 2291

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2006 JAN 24 P 3:25

PEGGY WHITE
CLERK DIST. COURT

BY Ariel Elliott
CLERK

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF)	CASE NO. CV-2006- 40
NATALIE PARKS McKEE)	LETTERS TESTAMENTARY
Deceased.)	
_____)	

1. MAUREEN ERICKSON was duly appointed and qualified as Personal Representative of the estate of the above-named decedent by the Court with all authority pertaining thereto.
2. Administration of the estate is unsupervised.

These letters are issued to evidence the appointment, qualification, and authority of the said personal representative or special administrator.

WITNESS, my signature and the Seal of this Court, this 27 day of January, 2006.



MAGISTRATE

LETTERS TESTAMENTARY

Michael K. Branstetter
 HULL & BRANSTETTER CHARTERED
 Attorneys at Law
 P.O. Box 709
 Wallace, ID 83873
 Telephone: (208) 752-1154
 Facsimile: (208) 752-0951
 ISB #2454

STATE OF IDAHO
 COUNTY OF SHOSHONE/SS
 FILED #3888
 2006 JUL 12 P 3:38
 PEGGY WHITE
 CLERK DIST. COURT
 BY *Paul Elliott*
 DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

In the Matter of the Estate	)	Case No. CV-06- 40
)	
)	
of	)	DEMAND FOR NOTICE
)	
)	
NATALIE PARKS McKEE,)	
	)	Fee Category: L (7)
Deceased.	)	Fee: \$9.00 <i>PE</i>

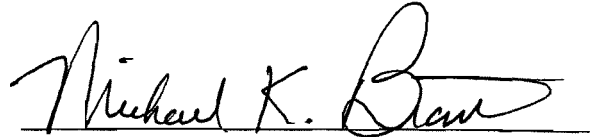
COMES NOW, Jerome S. McKee and hereby files his Demand For Notice
 in the above entitled matter pursuant to Idaho Code, Section 15-3-204. In support
 of this Demand he provides the following:

1. Natalie Parks McKee passed away on December 19, 1994.
2. Jerome S. McKee is a natural born child of Natalie Parks McKee. he
 has two (2) siblings to wit: Maureen Erickson and Craig N. McKee.

3. An Application For Informal Probate of Will and Informal Appointment of Personal Representative was filed on January 23, 2006. Letters Testamentary were issued on January 24, 2006. No notice was provided to Jerome S. McKee or Craig N. McKee.
4. Paragraph 5 of the Application For Informal Probate of Will and Informal Appointment of Personal Representative misrepresents the names and identities of all the heirs of Natalie Parks McKee.
5. Jerome S. McKee is an interested party herein.
6. Jerome S. McKee hereby demands notice of all orders and filings as required by Section 15-3-204 and notice as provided in Section 15-1-401. Further, Jerome S. McKee demands that no further proceedings or acts be performed herein by the Personal Representative by reason of her failure to comply with the notice requirements of the Idaho Uniform Probate Code.
7. Further, by reason of the above and for other grounds to be asserted herein, Maureen Erickson should be removed as Personal Representative and the Application for Informal Probate of Will be dismissed.

8. Jerome S. McKee reserves the right to assert other claims, demands and seek other relief as appears appropriate in this matter.

DATED this 12th day of July, 2006.



Michael K. Branstetter
Hull & Branstetter Chartered
P.O. Box 709
Wallace, ID 83873
Phone: (208) 752-1154
Fax: (208) 752-0951
Attorneys for Jerome S. McKee

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing Demand For Notice to be served by the method indicated below and addressed to the following on this 12th day of July, 2006:

Michael F. Peacock
Attorney at Law
123 McKinley Avenue
Kellogg, ID 83837

Maureen Erickson
Personal Representative
4702 S. Pender Lane
Spokane, WA 99224

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

Jerome S. McKee
P.O. Box 702
Thibodaux, LA 70302

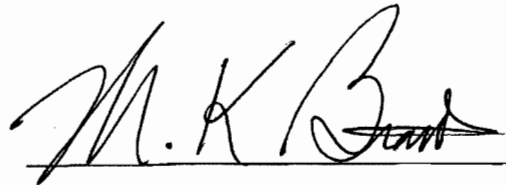
- U.S. Mail
- Hand Delivered
- Overnight Mail
- Facsimile

Craig N. McKee
2203 E. Flat Iron Drive
Sandy, UT 84093

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Facsimile

Bill McKee
106 E. Idaho Ave.
Osburn, ID 83849

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Facsimile



A handwritten signature in cursive script, appearing to read "M. K. Burt", is written over a horizontal line.

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2007 JAN -5 P 4: 52

PEGGY WHITE
CLERK DIST. COURT

Bail Elliott
CLERK

Michael K. Branstetter
HULL & BRANSTETTER CHARTERED
Attorneys at Law
P. O. Box 709
Wallace, ID 83873
Telephone: (208) 752-1154
Facsimile: (208) 752-0951
ISB #2454

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

In the Matter of the Estate	)	Case No. CV-06- 40
)	
of	)	MOTION TO DISMISS
	)	PROBATE
NATALIE PARKS McKEE,)	
)	
Deceased.)	

COMES NOW, JEROME S. McKEE, by and through his attorney,
Michael K. Branstetter of Hull and Branstetter, Chartered, and moves the Court to
dismiss the Informal Probate of Will and Informal Appointment of Personal
Representative. The basis of this motion is that the time for probate of Will is
barred by Idaho law.

This motion is supported by the Memorandum in Support of Motion To
Dismiss Probate and Affidavit of Jerome S. McKee filed concurrently herewith.

This motion is supported by the papers and pleadings on file herein.

Oral argument is respectfully requested on the foregoing motion.

DATED this 5th day of January, 2007.



Michael K. Branstetter
Hull & Branstetter Chartered
P. O. Box 709
Wallace, ID 83837
Phone: (208) 752-1154
Fax: (208) 752-0951
Attorneys for Jerome S. McKee

CERTIFICATE OF SERVICE

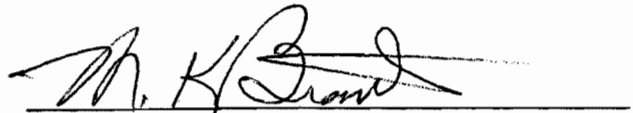
I hereby certify that I caused a true and correct copy of the foregoing MOTION TO DISMISS PROBATE to be served by the method indicated below and addressed to the following on this 5th day of January, 2007.

Michael F. Peacock
Attorney at Law
123 McKinley Avenue
Kellogg, ID 83837

Craig N. McKee
2203 E. Flat Iron Drive
Sandy, UT 84093

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile



STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2007 JAN -5 P 4: 52

PEGGY WHITE
CLERK DIST. COURT

BY *Sail Elliott*
CLERK

Michael K. Branstetter
HULL & BRANSTETTER CHARTERED
Attorneys at Law
P. O. Box 709
Wallace, ID 83873
Telephone: (208) 752-1154
Facsimile: (208) 752-0951
ISB #2454

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

In the Matter of the Estate	)	Case No. CV-06- 40
)	
of	)	AFFIDAVIT OF JEROME S.
	)	McKEE
NATALIE PARKS McKEE,)	
)	
Deceased.)	

STATE OF LOUISIANA)
) ss.
Parish of Lafourche)

JEROME S. McKEE, being first duly sworn, deposes and says:

1. Your affiant is a child of Natalie Parks McKee and Bill E. McKee and makes this affidavit having personal knowledge of the facts set forth herein.

1. AFFIDAVIT OF JEROME S. McKEE

2. Your affiant's mother, Natalie Parks McKee, and Bill E. McKee had three living children on the date of Natalie's death, to wit: Maureen Erickson, Jerome S. McKee and Craig N. McKee.

3. Natalie Parks McKee passed away on December 19, 1994.

4. Your affiant never received any notice of the commencement of the probate filed by Maureen Erickson. Your affiant learned, by chance, in July 2006 that a probate had been commenced by Maureen Erickson. Your affiant contacted Michael K. Branstetter, advised him of this information, and asked Mr. Branstetter to learn if that information was correct. Your affiant was notified by Mr. Branstetter in July 2006 that a probate had been commenced by Maureen Erickson.

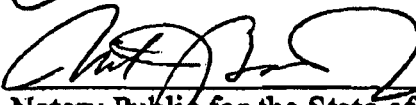
5. Upon learning that a probate had been commenced by Maureen Erickson, your affiant instructed Mr. Branstetter to contact the attorney for Maureen Erickson and protect your affiant's legal interests.

Further affiant saith not.



Jerome S. McKee

Subscribed and sworn to before me this 4th day of January, 2007.



Notary Public for the State of Louisiana
My Commission Expires: with life

2. AFFIDAVIT OF JEROME S. MCKEE

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing AFFIDAVIT OF JEROME S. McKEE to be served by the method indicated below and addressed to the following on this 5th day of January, 2007:

Michael F. Peacock
Attorney at Law
123 McKinley Avenue
Kellogg, ID 83837

Craig N. McKee
2203 E. Flat Iron Drive
Sandy, UT 84093

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile



STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2001 JAN -5 P 4: 52

PEGGY WHITE
CLERK DIST. COURT

Neil Elliott

Michael K. Branstetter
HULL & BRANSTETTER CHARTERED
Attorneys at Law
P. O. Box 709
Wallace, ID 83873
Telephone: (208) 752-1154
Facsimile: (208) 752-0951
ISB #2454

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

In the Matter of the Estate	)	Case No. CV-06- 40
)	
of	)	MEMORANDUM IN SUPPORT
	)	OF MOTION TO DISMISS
NATALIE PARKS McKEE,	)	PROBATE
)	
Deceased.)	

This memorandum is filed in support of Jerome S. McKee's Motion to Dismiss Probate. Jerome S. McKee ("Jerome") believes that the filing of the proported Will of his mother, Natalie Parks McKee, is barred by the provisions of Idaho Code Section 15-3-108.

FACTS

Natalie Parks McKee ("Natalie") passed away on December 19, 1994. Jerome is a child of Natalie as is his siblings, Maureen Erickson and Craig N. McKee. An Application for Informal Probate of Will and Informal Appointment

of Personal Representative (“Application”) was filed on January 23, 2006, by Maureen Erickson. She was appointed Personal Representative, and Letters Testamentary were issued on January 24, 2006. No notice was provided to Jerome or his brother, Craig N. McKee, of the Application. See Application for Informal Probate of Will.

Attached to the Application is a document dated June 26, 2004, and purportedly signed and executed by Natalie Parks McKee. The purpose of this motion is to seek dismissal of the proceedings for failure to comply with the requirement for commencement of probate within three years after the decedent’s death. If this motion to dismiss is denied, Jerome reserves the right to pursue other remedies and to assert other claims and other relief which he feels is appropriate in this matter.

II.
ARGUMENT

Section 15-3-108 provides that no informal probate or appointment proceedings may be commenced more than three years after the decedent’s death. The Application on file herein discloses that Natalie died on December 19, 1994. The Application was filed on January 23, 2006. The Application is barred by the three-year provision of Section 15-3-108. If no Will is offered for probate within three years from death, Section 15-3-108 has the effect of making the assumption of intestacy final. See comment to official text.

The foregoing Code section is clear and unambiguous and has the effect of barring the attempted probate of the purported Will attached to Maureen Erickson’s Application.

Not only is the probate improperly commenced, but Maureen Erickson is guilty of misrepresenting the names and addresses of all children of Natalie. It is obvious that Maureen Erickson attempted to conceal the attempted informal probate from her brothers, Jerome and Craig N. McKee. Filed herewith is an Affidavit of Jerome S. McKee disclosing that he and his brother are natural born children of Natalie and that no notice was provided to Jerome. The Application discloses no notice was provided to Jerome or his brother.

III.

CONCLUSION

The Application for Informal Probate of Will and Informal Appointment of Personal Representative filed by Maureen Erickson should be dismissed for failure to commence probate within three years of the decedent's death. Idaho Code Section 15-3-108 is mandatory and the Application must be dismissed by the Court.

DATED this 5th day of January, 2007.



Michael K. Branstetter
Hull & Branstetter Chartered
P. O. Box 709
Wallace, ID 83873
Phone: (208) 752-1154
Fax: (208) 752-0951
Attorneys for Jerome S. McKee

CERTIFICATE OF SERVICE


I hereby certify that I caused a true and correct copy of the foregoing MEMORANDUM IN SUPPORT OF MOTION TO DISMISS PROBATE to be served by the method indicated below and addressed to the following on this 5th day of January, 2007:

Michael F. Peacock
Attorney at Law
123 McKinley Avenue
Kellogg, ID 83837

Craig N. McKee
2203 E. Flat iron Drive
Sandy, UT 84093

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile



MICHAEL F. PEACOCK
 Attorney at Law
 123 McKinley Avenue
 Kellogg, Idaho 83837
 Telephone: (208) 783-1231
 Facsimile: (208) 783-1232
 Idaho State Bar No. 2291

STATE OF IDAHO
 COUNTY OF SHOSHONE/SS
 FILED

2007 JAN 16 P 12:02

PEGGY WHITE
 CLERK DIST. COURT


BY: *Dail Elliott*
 DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF)	CASE NO. CV-2006- 40
)	
NATALIE PARKS McKEE,)	Motion for Partial Distribution
)	
Deceased.)	
)	

COMES NOW, the undersigned, Maureen Erickson, personal representative of the above estate by and through her attorney, Michael F. Peacock, and hereby moves the court for its Order allowing distribution the following property from the Estate to wit:

AN UNDIVIDED 1/4 INTEREST IN AND TO Government Lot 2, Section 17,
 Township 49 North, Range 2 E.B.M., Shoshone County, State of Idaho
 DATED this 16 day of January, 2006.



Michael F. Peacock
 Attorney for Maureen Erickson,
 Personal Representative

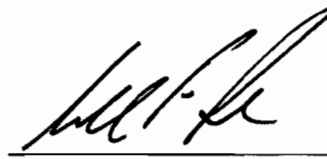
1. Motion for Partial Distribution

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing to was served by the method indicated below, and addressed to the following this 16 day of January, 2007.

Michael K. Branstetter
PO Box 709
Wallace, ID 83873

U.S. MAIL
 HAND DELIVERED
 OVERNIGHT MAIL
 TELECOPY (FAX)



2007 JAN 16 P 3: 58

PEGGY WHITE
CLERK DIST. COURT

Paul Elliott

Michael K. Branstetter
HULL & BRANSTETTER CHARTERED
Attorneys at Law
P. O. Box 709
Wallace, ID 83873
Telephone: (208) 752-1154
Facsimile: (208) 752-0951
ISB #2454

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

In the Matter of the Estate	)	Case No. CV-06- 40
)	
	)	CORRECTED
of	)	MEMORANDUM IN SUPPORT
	)	OF MOTION TO DISMISS
NATALIE PARKS McKEE,	)	PROBATE
)	
Deceased.)	

This memorandum is filed in support of Jerome S. McKee's Motion to Dismiss Probate. Jerome S. McKee ("Jerome") believes that the filing of the proported Will of his mother, Natalie Parks McKee, is barred by the provisions of Idaho Code Section 15-3-108.

FACTS

Natalie Parks McKee ("Natalie") passed away on December 19, 1994. Jerome is a child of Natalie as is his siblings, Maureen Erickson and Craig N. McKee. An Application for Informal Probate of Will and Informal Appointment

of Personal Representative (“Application”) was filed on January 23, 2006, by Maureen Erickson. She was appointed Personal Representative, and Letters Testamentary were issued on January 24, 2006. No notice was provided to Jerome or his brother, Craig N. McKee, of the Application. See Application for Informal Probate of Will.

Attached to the Application is a document dated June 26, 1994, and purportedly signed and executed by Natalie Parks McKee. The purpose of this motion is to seek dismissal of the proceedings for failure to comply with the requirement for commencement of probate within three years after the decedent’s death. If this motion to dismiss is denied, Jerome reserves the right to pursue other remedies and to assert other claims and other relief which he feels is appropriate in this matter.

II.

ARGUMENT

Section 15-3-108 provides that no informal probate or appointment proceedings may be commenced more than three years after the decedent’s death. The Application on file herein discloses that Natalie died on December 19, 1994. The Application was filed on January 23, 2006. The Application is barred by the three-year provision of Section 15-3-108. If no Will is offered for probate within three years from death, Section 15-3-108 has the effect of making the assumption of intestacy final. See comment to official text.

The foregoing Code section is clear and unambiguous and has the effect of barring the attempted probate of the purported Will attached to Maureen Erickson’s Application.

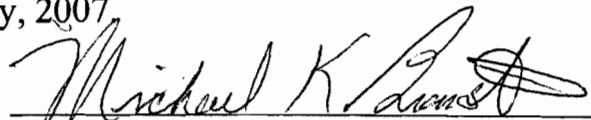
Not only is the probate improperly commenced, but Maureen Erickson is guilty of misrepresenting the names and addresses of all children of Natalie. It is obvious that Maureen Erickson attempted to conceal the attempted informal probate from her brothers, Jerome and Craig N. McKee. Filed herewith is an Affidavit of Jerome S. McKee disclosing that he and his brother are children of Natalie and that no notice was provided to Jerome. The Application discloses no notice was provided to Jerome or his brother.

III.

CONCLUSION

The Application for Informal Probate of Will and Informal Appointment of Personal Representative filed by Maureen Erickson should be dismissed for failure to commence probate within three years of the decedent's death. Idaho Code Section 15-3-108 is mandatory and the Application must be dismissed by the Court.

DATED this 16th day of January, 2007.



Michael K. Branstetter
Hull & Branstetter Chartered
P. O. Box 709
Wallace, ID 83873
Phone: (208) 752-1154
Fax: (208) 752-0951
Attorneys for Jerome S. McKee

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing MEMORANDUM IN SUPPORT OF MOTION TO DISMISS PROBATE to be served by the method indicated below and addressed to the following on this 16th day of January, 2007:

Michael F. Peacock
Attorney at Law
123 McKinley Avenue
Kellogg, ID 83837

Craig N. McKee
2203 E. Flat iron Drive
Sandy, UT 84093

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile



Michael K. Branstetter
HULL & BRANSTETTER CHARTERED
Attorneys at Law
P.O. Box 709
Wallace, ID 83873
Telephone: (208) 752-1154
Facsimile: (208) 752-0951
ISB #2454

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2007 JAN 16 P 3:58

PEGGY WHITE
CLERK DIST. COURT

Paul Elliott
NOTARY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

In the Matter of the Estate) Case No. CV-06- 40
))
))
of) CORRECTIONS TO
) MEMORANDUM IN SUPPORT
) OF MOTION TO DISMISS
NATALIE PARKS McKEE,) PROBATE FILED JANUARY 5,
) 2007
Deceased.)

COMES NOW JEROME S. McKEE, by and through his attorney, Michael
K. Branstetter of HULL & BRANSTETTER CHARTERED and hereby files his
corrections to the Memorandum In Support of Motion To Dismiss Probate filed
with the Court on January 5, 2007.

Filed herewith is a corrected Memorandum with the following changes:

CORRECTIONS TO MEMORANDUM IN SUPPORT OF
MOTION TO DISMISS PROBATE FILED JANUARY 5, 2007 - 1

1. Page 2, second paragraph, line 1 – The date has been changed from June 26, 2004 to June 26, 1994; and,
2. Page 3, first paragraph, line 5 – The words natural born have been removed from this sentence.

DATED this 16th day of January, 2007.



Michael K. Branstetter
HULL & BRANSTETTER CHARTERED
Attorneys for Jerome S. McKee

CERTIFICATE OF SERVICE

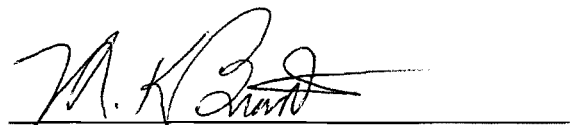
I hereby certify that I caused a true and correct copy of the foregoing Amendment To Memorandum in Support of Motion To Dismiss Probate to be served by the method indicated below and addressed to the following this 16th day of January, 2007:

Michael F. Peacock
Attorney at Law
123 McKinley Avenue
Kellogg, ID 838637

Craig N. McKee
2203 E. Flat Iron Drive
Sandy, UT 84093

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile



CORRECTIONS TO MEMORANDUM IN SUPPORT OF
MOTION TO DISMISS PROBATE FILED JANUARY 5, 2007 - 2

2007 JAN 23 P 4: 17

PEGGY WHITE
CLERK DIST. COURT

Paul Elliott

Michael K. Branstetter
HULL & BRANSTETTER CHARTERED
Attorneys at Law
P.O. Box 709
Wallace, ID 83873
Telephone: (208) 752-1154
Facsimile: (208) 752-0951
ISB #2454

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

In the Matter of the Estate	)	Case No. CV-06- 40
)	
)	
of	)	OBJECTION TO PARTIAL
	)	DISTRIBUTION
)	
NATALIE PARKS McKEE,)	
)	
Deceased.)	

COMES NOW JEROME S. McKEE, by and through his attorney Michael K. Branstetter of Hull & Branstetter Chartered, and files his Objection to Maureen Erickson's (ERICKSON) Motion for Partial Distribution. This Objection is based upon the following grounds and reasons:

1. No Motion for Partial Distribution should be heard until after the Court makes its determination on Jerome S. McKee's (JEROME's) Motion to

Dismiss. If the Motion is granted there is no estate to be administered and hence no assets for distribution.

2. The Motion for Partial Distribution and the hearing scheduled thereon is untimely. ERICKSON seeks to have her Motion heard on January 29, 2007. ERICKSON's Motion is dated January 16, 2007 and served upon counsel for JEROME by U.S. Mail.
 - a. Idaho Code, Section 15-1-401 requires 14 days notice of hearing on any petition. A petition is defined as a written request to the Court for an order after notice. See Section 15-1-201(35). When notice is provided by mail the Idaho Rules of Civil Procedure require 3 additional days be provided to the opposing party. See Rule 6(e)(1). Therefore, JEROME was entitled to 17 days notice of ERICKSON's Motion for Partial Distribution. To be timely, ERICKSON's Motion should have been mailed by January 12, 2007.
 - b. Assuming, for purposes of argument only, that this was a proper Motion brought in a proper proceeding (which it is not) Idaho Code, Section 15-3-906(b) provides that any proposed distribution shall be preceded by 30 days notice to all persons having an interest in the estate. Not only is there a failure to provide 30 days notice it is

apparent from the record that no notice has been provided to any interested party other than JEROME.

3. Even if the Court were to conclude that (1) the proceedings should not be dismissed or (2) that notice is sufficient, no partial distributions should occur because of other issues which will be involved in this matter. The other issues include but are not limited to:

- The validity of the purported Will.
- Undue influence and overreaching of ERICKSON.
- Failure to provide notice to all heirs and beneficiaries.
- Whether there are pretermitted children (Craig N. McKee).
- The solvency of the estate if a partial distribution occurs.
- Removal of Personal Representative.

4. Attached hereto is a copy of a Community Property Agreement executed by Bill E. McKee and Natalie P. McKee on July 12, 1988. Paragraph 3 provides that the property ERICKSON seeks to distribute is not an asset of the deceased. Said asset passed, by operation of law, to Bill E. McKee upon the death of Natalie P. McKee. Thereafter, Bill E. McKee conveyed said asset to Jerome S. McKee and Nina C. McKee on March 13, 2000. Jerome S. McKee and Mina C. McKee were already record owners of an undivided one-half (1/2) interest in said real property as is disclosed by Shoshone

County Instrument Number 336241. Copies of the foregoing Instruments are attached hereto.

This Objection is supported by the papers, pleadings and records on file herein.

Oral argument is respectfully requested on the foregoing objection.

DATED this 23rd day of January, 2007.



Michael K. Branstetter, Hull & Branstetter
Chartered, attorneys for Jerome S. McKee.

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing Objection to Partial Distribution to be served by the method indicated below and addressed to the following on this 23rd day of January, 2007:

Michael F. Peacock
Attorney at Law
123 McKinley Avenue
Kellogg, ID 83837

Craig N. McKee
2203 E. Flat Iron Drive
Sandy, UT 84093

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile



COMMUNITY PROPERTY AGREEMENT
BETWEEN HUSBAND AND WIFE

THIS AGREEMENT Made and entered into this 11th day of July, 1988,

by and between Bill E. McKee husband and

Natalie P. McKee wife, relative to community property and disposition thereof upon the death of either of the parties hereto as provided by Section 15-6-201, Idaho Code.

WITNESSETH:

1. The parties were married August 21, 1941 and ever since have been and now are husband and wife.

2. We certify that the following described real and personal property was acquired by us from our joint efforts while married and while living together as husband and wife in a community property State, and that no part of said property owned by either of us prior to this marriage, or which either of us have acquired since by gift, devise or as an heir at law of any person and that the same is the community property of the parties hereto.

3. The legal description of said real property covered by this agreement is as follows:

Lots 1, 2 and 3 of Block 18 Galena Home Tract Osburn, Idaho with Residence
Lot 1 of Block 17 Ward ner, Idaho
Govt. Lot 2, Section 17 T. 49 N. R. 2 E. - Half interest with Mr. & Mrs. J.S. McKee
State lease on Priest Lake with cabin, boathouse and other improvements
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 26-T28 R42 Spokane County, Washington (Cont'd on second sheet)

4. The personal property affected by this agreement is described as follows:
Any and all personal property, including, but not limited to: home, garages and any other outbuildings located on above-mentioned real property, household furnishings, motor vehicles, checking accounts, savings accounts, savings certificates, stocks, bonds, and any other personal property that we may acquire in the future.

5. That upon the death of either of the parties hereto the property described herein shall vest in the survivor absolutely subject to the liabilities imposed by Section 15-6-201, Idaho Code.

IN WITNESS WHEREOF, The parties have hereunto set their hands the day and year first above written.

Bill E. McKee
Husband
Natalie P. McKee
Wife

STATE OF IDAHO,

County of

} ss.

On this 12th day of JULY, 1988, before me the undersigned, a Notary

Public in and for said State, personally appeared BILL E. MCKEE

husband and NATALIE P. MCKEE wife, known to me to be the persons whose names are

subscribed to the within instrument and acknowledged to me that they executed the same.

Julia P. Peterson
Notary Public for Idaho

#3 (Continued)

Lot 1076h C.I. K. D. situated on East side of Lower Moyie
Lake - East Kootenay, British Columbia Folio Number
027 702 05744.000-1-6 East Kootenay Land District With
residences. 30 acres

RECORDED
at the request of

Bill E. McKee

in
Bonds, Agreements, &
Power of Attorney

return to:

Bill E. McKee

Box 242

Wallace, ID 83873

Fee \$ 6.00

333566

FILED

'88 JUL 12 PM 12 06

MARION VANOFFIELD
SUGSHAW COUNTY RECORDER

BY *Janet Zamboni* DEPUTY

392931

(Optional)					
Recorded	<input type="checkbox"/>	Platted	<input type="checkbox"/>	Key Punched	<input type="checkbox"/>
Microfilmed	<input type="checkbox"/>	Deed Card	<input type="checkbox"/>	Master File	<input type="checkbox"/>
Indexed	<input type="checkbox"/>	Compared	<input type="checkbox"/>	Abstracted	<input type="checkbox"/>
				To Treasurer	<input type="checkbox"/>

QUITCLAIM DEED

THIS INDENTURE, Made this 13TH day of MARCH

in the year of our Lord ^{TWO} ~~one~~ thousand ~~nine hundred~~ and between

BILL E. MEKEE I

of SHOSHONE County of _____
 State of IDAHO, the party of the first part, and JEROME S. MEKEE
THIBODAUX County of IBERIA
 State of LOUISIANA, the parties of the second part,

whose current address is Box 702
THIBODAUX, LA
70302

WITNESSETH That the said party _____ of the first part, for and in consideration of the sum of 1 DOLLARS,

lawful money of the United States of America, to HIM in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, ~~does~~ by these presents remise, release and forever QUITCLAIM, unto the said parties of the second part, and to THEIR heirs and assigns all _____ certain lot, piece or parcel of land, situate, lying and being in _____ County of SHOSHONE, State of Idaho, bounded and particularly described as follows, to-wit:

SEE ATTACHED

Location of above described property _____
House No. _____ Street _____

MAIL DEED TO:	MAIL TAX NOTICE TO:
_____	Name <u>JEROME S. MEKEE</u>
_____	Address <u>Box 702</u>
_____	City & State <u>THIBODAUX, LA 70302</u>

392931

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances unto the parties of the second part, and to THEIR heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Bill E. McKee } [Seal]
} [Seal]
} [Seal]
} [Seal]

STATE OF IDAHO

County of Shoshone } ss.

On this 13th day of March in the year 2000, before me Sharon K Jacobs

a Notary Public

in and for said State, personally appeared Bill E. McKee

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

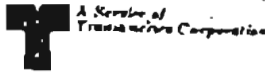
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

SHARON K. JACOBS
NOTARY PUBLIC - STATE OF IDAHO
RESIDING AT WALLACE, IDAHO
MY COMMISSION EXPIRES 08/16/2004

Sharon K Jacobs
Notary Public for the State of Idaho.
Residing at Idaho.

Form with fields: No., QUITCLAIM DEED, Dated, STATE OF IDAHO, County of, I hereby certify that this instrument was filed for record at request of., at, o'clock, of, in my office, and duly recorded in Book., of., Ex-Officio Recorder., By, Fees, \$, Mail to

Transamerica Title Insurance Co



THIS SPACE RESERVED FOR RECORDER'S USE.

392931

TEKS

336241

Filed for Record at Request of

Name Donald Clemons

Address 1123 7th Street

City and State _____

Statutory Warranty Deed

Form 487 1-REV

THE GRANTOR ^v MARY ELLEN ANDRES and T. P. ANDRES, husband and wife,

for and in consideration of Ten Dollars and other valuable consideration,

in hand paid, conveys and warrants to BILL E. MC KEE and KATALIS F. MC KEE, husband and wife and JEROME S. MC KEE and MIRA C. MC KEE, husband and wife each couple the following described real estate, situated in the County of ~~SHOSHONE~~ ^{with one-half interest} ~~SHOSHONE~~ State of ~~IDAHO~~ ^{SHOSHONE} P.O. Box 242, Olliver, Id. 83875
Government Lot 2, Section 17, Township 49 North, Range 2 E.S.M., Shoshone County, State of Idaho.

EXCEPT all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto whether expressed or implied.

SUBJECT TO:

1. ~~General taxes for the year 1971 WHICH are a lien on the property.~~
2. An easement dated November 21, 1928 to F. W. Fitze & J. W. Bickerstaff as recorded in Book 61 of Deeds, page 573 records of Shoshone County.
3. Right of way deed to the United States of America granting an easement and right-of-way 60 ft. wide across the NW 1/4 of Lot 2, Section 17, Township 49 N Range 2 E.S.M. for the construction etc. for State Public Hwy
4. Right of way recorded May 6, 1952 to Linfor Lumber Company.
5. Right of way to Yellowstone Pipe Line dated and recorded November 30, 1953.
5. Right of way to Shoshone County for a 60 foot strip of land for road purposes, recorded as Document No. 160079 in Shoshone County, Idaho.

Dated this 1st day of October, 1971.

Mary Ellen Andres (REAL)
T.P. Andres (REAL)

NEW HAMPSHIRE
STATE OF _____
County of _____

On this day personally appeared and T.P. AND MARY ELLEN ANDRES, husband & wife,

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of _____, 1971.
[Signature]

Notary Public in and for the State of New Hampshire, residing at _____ N.H.

MY LICENSE
EXPIRES
1-12-72

RECORDED
at the request of

392931

BILL E. MCKEE

in

DEEDS

Return to:

JEROME S. MCKEE

BOX 702

THIBODAUX, LA 70302

Fee \$ 9.00

'00 MAR 13 PM 3 59

MARCIA WINGFIELD
SHREVEPORT CITY RECORDER
BY Carice Shum DEPUTY

MICHAEL F. PEACOCK
 Attorney at Law
 123 McKinley Avenue
 Kellogg, Idaho 83837
 Telephone: (208) 783-1231
 Facsimile: (208) 783-1232
 Idaho State Bar No. 2291

STATE OF IDAHO
 COUNTY OF SHOSHONE/SS
 FILED

2007 MAR -8 A 9: 27

PEGGY WHITE
 CLERK DIST. COURT

Maureen Erickson
 CLERK

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF)	CASE NO. CV-2006- 40
)	
NATALIE PARKS McKEE,)	AFFIDAVIT OF BILL McKEE
)	
Deceased.)	
)	

AFFIDAVIT OF BILL McKEE

Bill McKee being first duly sworn deposes and says:

1. I am the husband of Natalie Parks McKee. I have three children, to wit: Maureen Erickson, Jerome S. McKee, and Craig McKee.
2. On July 12, 1988, my wife and I executed a community property agreement.
3. After that time, my wife and I decided to leave all our property to our daughter, Maureen Erickson, who was divorced and without resources to put her sons through college.
4. My entire family was present at a family meeting where they were informed of the decision of my wife and I to leave our entire estate to Maureen and to exclude Jerome and Craig from receiving an inheritance.
5. At this meeting everyone agreed that this was to happen and that the decision was made because of Maureen's responsibilities to her children and her lack of job skills and/or resources.
6. The decision to leave all our assets to Maureen was not made because we loved any child less than the others, but because as responsible parents and grandparents we felt that Maureen had needs our

1. Affidavit of Bill McKee

sons did not have, as they both appeared quite well off and both had good educations and job skills.

7. In 1994, prior to the family meeting described in paragraph 4, my wife Natalie Parks McKee wrote out a will.

8. I knew of this will and agreed with it because it reflected what my wife and I had agreed to and told our children.

9. I realized that this will would effect my ownership of property and revoke the community property agreement. I recognized that when Natalie died, Maureen would own a one-half interest in all our property and that I would not solely own the property.

10. I knew that this would render the community property agreement we signed on July 11, 1988 void.

11. My wife died on December 19, 1996.

12. My wife and I had been married 53.

13. After her death I was very depressed and went to the doctor and was given medications for anxiety and depression.

14. I don't recall a lot of the years following my wife's death and felt very dazed and confused, due to depression and possibly the medication. During this period of confusion and depression I deeded my Coeur d'Alene river property to my son Jerome.

15. I took no action on my wife's hand written will and kept its existence a secret.

16. I did not tell my daughter about the will, but kept it in my safety deposit box.

17. I did this so that I could have power over the property my wife and I had accumulated to do as I pleased without Maureen having a say in what happened.

18. During the time I was depressed and confused following my wife's death, my son Jerome pressured my to deed my interest in property we bought together on the Coeur d'Alene River to him.

19. I did not realize at the time that I had deeded the property that belonged to Maureen along with my interest. Both Jerome and I knew we were breaking a promise made to Natalie.

20. I do not feel that I was capable of consent or competent to deed the property Coeur d'Alene River property to my son, however, my son talked me into it. Since that time I have repeatedly asked Jerome to deed the property back to me, he has promised to do so three times, and later refuses.

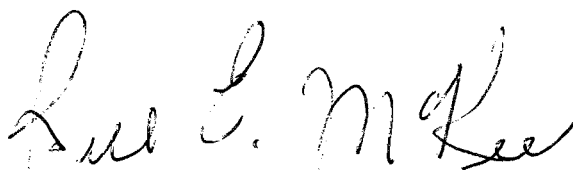
21. I did not receive any payment of any kind for deeding my interest to Jerome.

2. Affidavit of Bill McKee

22. After my wife's death, I also sold property known as the Moyie property owned by my wife and I without Maureen's consent.
23. I did not disclose what I did with the proceeds to Maureen.
24. I knew that a one-half interest in this property belonged to Maureen, but she was not consulted about the sale and was opposed to it.
25. I concealed part of these proceeds (approximately \$150,000.00) in my safety deposit box and my son Jerry took this money when he removed other things from my safety deposit box.
26. In 2005 Maureen and her son Dirk and I were looking in the safety deposit box and Dirk and Maureen found the holographic will of my wife, Natalie Parks McKee, and I delivered the will to Maureen Erickson.
27. The will delivered to Maureen was the will written by my wife Natalie Parks McKee on June 26, 1994. I am very familiar with my wife's handwriting and the will is in her handwriting.
28. I requested Maureen to return to the area in 1997 to assist in my care and she has cared for me since her return to the area in 1997.
29. I have stayed with her when I had surgery on my knee and on other occasions when I have not been well. When I have done this she has had my dog that I dearly love come with me too.
30. Maureen comes from her home in Spokane, Washington to see and help me as much as 3 or 4 days a week, and has done so for years.
31. Since she moved here, Maureen has had financial needs the other children have not had.
32. Maureen has had to have back surgeries and has been laid up for considerable periods of time.
33. I have helped her financially more than the other children, but I did so knowingly and willingly as she had needs that the other children did not.
34. Had either of my other children had special needs and needed financial help, I would have gladly provided it to them as they are all my children.

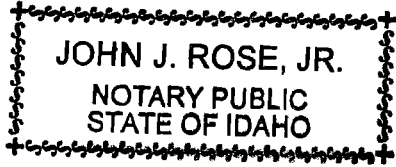
Further your affiant sayeth not.

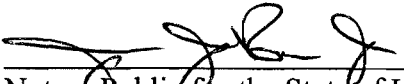
DATED this 26 day of January, 2007.



Bill McKee

Subscribed and sworn to before me, notary public for the state of Idaho, this 26 day of January
2007.




Notary Public for the State of Idaho
Residing at Willam
My commission expires: 5/22/2012

4. Affidavit of Bill McKee

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2007/MAR-9 P 4:40

PEGGY WHITE
CLERK DIST. COURT

Paul Elliott

MICHAEL F. PEACOCK
Attorney at Law
123 McKinley Avenue
Kellogg, Idaho 83837
Telephone: (208) 783-1231
Facsimile: (208) 783-1232
Idaho State Bar No. 2291

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF)	CASE NO. CV-2006- 40
)	
NATALIE PARKS MCKEE,)	Memorandum in Opposition to Dismissal
)	
Deceased.)	
)	

Comes now, Michael F. Peacock, attorney for Maureen Erickson and submits this Memorandum in Opposition to Dismissal

Statement of Facts:

This Statement of Facts is taken from the record herein, including the affidavit of Bill Mckee signed January 26, 2007.

On or about July 11, 1988 Bill McKee and his wife, Natalie Parks McKee executed a community property agreement.

After that time Natalie Parks McKee and Bill McKee decided to leave all their property to their daughter Maureen Erickson as she had moved to this area to take care of Bill and Natalie, was divorced and without resources to put her three sons through college. The entire McKee family including Natalie Parks McKee, Bill McKee, Jerome ("Jerry") McKee, Gary Mckee and Maureen Erickson was present at a family meeting where the decision to leave everything to

1. MEMORANDUM IN RESPONSE TO MOTION TO DISMISS

Maureen and to exclude Jerry McKee and Gary Mckee from receiving an inheritance was announced and discussed. At this meeting everyone, including Jerry and Gary, agreed to this disposition and that the decision was made because of Maureen's responsibilities to her children and her lack of job skills and/or resources.

In 1994, ^{he told} after the family meeting, Natalie Parks McKee wrote out a holographic will. Bill McKee knew of the will and had no objection to the will. Bill Mckee acknowledges that he knew that the will would effect his ownership of property and would revoke and make void the community property agreement because Maureen would own an undivided 1//2 interest in the property of Bill McKee and Natalie Parks McKee upon the death of Natalie Parks McKee. This was acceptable to Bill McKee.

Natalie Parks McKee died on December 19, ¹⁹⁹⁴ 1996. Following her death, Bill McKee took no action on her hand written will. Bill McKee didn't tell his daughter Maureen Erickson about the will but kept it concealed in his safety deposit box. Bill McKee admits that he concealed the will so that he could have power over the property his wife and he had accumulated to do as he pleased without Maureen having a say in what happened.

After his wife's death, Bill McKee acknowledges that he was very depressed and went to the doctor and was given medications for anxiety and depression. He states that he doesn't recall much of the year or so following his wife's death and felt very dazed and confused, possibly due to the medication. He also states that during the time he was feeling dazed and confused following his wife's death, his son Jerry pressured him to deed his interest in property he and Jerry either bought or were buying together on the Coeur d'Alene River to Jerry. Bill McKee states that he felt that he was only conveying what ever share he had in the property and didn't think he was conveying Maureen's interest. Bill McKee also states that he didn't feel that he was capable of consent or competent to deed the property and since that time he has repeatedly asked Jerry to deed the property back to him which Jerry refuses to do.

Bill McKee states that he received no pay for the interest in the property and that he knew that technically a one-half interest in the interest in the property belonged to Maureen, but she was not consulted about the transfer.

Bill McKee also indicates that after his wife's death he sold other property known as the

Mojie Property without Maureen's knowledge or consent and gives some detail of that transaction. The proceeds were apparently spent without Maureen's knowledge or consent.

Bill McKee's affidavit discloses that ~~August 30, 2005~~ ^{August 17, 2004} Maureen, her son Dirk and Bill McKee were looking for something, in the safety deposit box and Dirk and Maureen found the handwritten will of his wife, Natalie Parks McKee and at that time Bill McKee delivered the will to Maureen Erickson. He also acknowledges that the will delivered to Maureen was the will written by his wife Natalie Parks McKee on June 26, 1994; that he is very familiar with her handwriting and the will is in her handwriting.

Maureen Erickson filed for probate of the will of Natalie Parks McKee on or about January 20, 2006, less that a year after it was discovered.

Argument:

I. The fraudulent concealment of the holographic will from Ms. Erickson requires the allowance of a two year period, from its discovery within which to file the Estate of Natalie Parks McKee.

If a will is fraudulently concealed after the testator's death and its existence not discovered until after the basic three year period (section 3-108) has elapsed, the time for filing action under the Idaho Probate Code, I.C., 5-1-101 et seq, is extended for an additional two years from the date the fraud was discovered. IC 15-1-106. Specifically, I.C. 15-1-106 states: "if fraud is used to avoid or circumvent the provisions or purposes of this code, any person injured thereby may obtain appropriate relief against the perpetrator of the fraud..."

To add further clarification, Comment to Official Text of Idaho Code 15-1-106 states in part:

"This is an overriding provision that provides an exception to the procedures and limitations provided in the Code. The remedy of a party wronged by fraud is intended to be supplementary to other protections provided in the Code and can be maintained outside the process of settlement of the estate. Thus, if a will which is known to be a forgery is probated informally, and the forgery is not discovered until after the period for contest has run, the defrauded heirs still could bring a fraud action under this section. Or if a will is fraudulently concealed after the testator's death and its

existence not discovered until after the basic three year period (section 3-108) has elapsed, there still may be an action under this section.”

Comment to Official Text of Idaho Code 15-1-106, (emphasis added).

The concealment and fraud allows an additional two year period within which to file the appropriate action to remedy the fraud; in this case the filing of the Estate of Natalie Parks McKee is the appropriate action. The Supreme Court found Cahoon, that the violations and fraud in that case were sufficient to justify re-opening the estate. Matter of Cahoon’s Estates, 102 Idaho 542, 546, 633 P.2d 607 (1981). In the instant case, the fraud certainly should excuse the filing of the will more than two years after the death of Mrs. McKee and the appropriate action is the admission of the will to probate so that the Estate can determine it’s assets and remedies for those wrongfully conveyed.

Bill McKee fraudulently concealed the will from his daughter Maureen Erickson. Maureen Erickson only gained knowledge of the existence of the will when she and her son Dirk discovered the will and she offered the will for probate five months thereafter. As far as Maureen Erickson knows, the existence of Natalie Parks McKee’s will was not known to anyone other than Bill McKee. Bill McKee admits that he concealed the will so he could manage the property as he saw fit. He also admits selling property, obtaining funds, and spending those funds without Maureen’s knowledge and consent even though he knew she had an interest in the property he sold.

In this case, fraud on the part of Bill McKee in concealing will was the direct cause of the filing of the will outside the basic three year limitation on time to file. As such, Bill McKee’s fraudulent concealment was a direct cause of will not being offered for probate. The fraudulent concealment of the holographic will makes Maureen Erickson’s filing the will for probate on or about January 20 2006 timely.

II. Alternatively, the fraudulent concealment of the holographic will from Ms. Erickson toled the statute of limitation on the filing of the estate until the date the will was disclosed.

Idaho Code § 15-1-103 notes that general provisions of law are supplementary to the provisions of the code. Both the statute and prior common law recognize that the statute of

limitation for actions premised on fraud commences to run only from the time the fraud is actually discovered or in the exercise of due diligence should have been discovered. I.C. § 15-1-106; Matter of Cahoon's Estates, 102 Idaho 542, 546, 633 P.2d 607 (1981), Nancy Lee Mines, Inc. v. Harrison, 95 Idaho 546, 547, 511 P.2d 828 (1973); Gerlach v. Schultz, 72 Idaho 507, 514, 244 P.2d 1095 (1952).

This assertion is further supported in equity as the delay of filing of the informal probate proceedings is in no respect attributable to the fault of the Maureen Erickson, the proponent of the will. Adequate relief in this situation would be to toll the statute of limitations, allowing the will to be entered into probate as it would have been absent the fraud.

The facts in this case show that Maureen Erickson was without fault in presenting the will tardily; she had no knowledge of or complicity in the delay. No contributory fault can be assessed to Ms. Erickson. For this reason, Maureen Erickson requests the Court find the fraudulent concealment of the holographic will makes her filing of this action on or about January 23, 2006 timely and deny Jerry McKee's motion to dismiss.

III. Jerry McKee was not entitled to notice of initiation of the informal probate proceedings or of appointment of Ms. Erickson's appointment as personal representative.

Idaho Code 15-3-306, provides that "the moving party must give notice as described by section 15-1-401 of this code of his application for informal probate (1) to any person demanding it pursuant to section 15-3-204 of this code; and (2) to any personal representative of the decedent whose appointment has not been terminated. No other notice of informal probate is required."

The appointment for a personal representative under Section 15-3-301 is ex parte, in that no notice of the application is generally required. However, under Idaho Code Section 15-3-705 there is a requirement to notify heirs and devisees within thirty days. The definition section of the act, I.C. 5-1-201, provides the following definition of "heirs": (21) 'Heirs' mean those persons, including the surviving spouse, who are entitled under the statutes of intestate succession to the property of a decedent." A Devisee is defined as "any person designated in a will to receive a devise." LC. 5-201(11).

In addition to those persons automatically designated to receive notice under the code, any

person who has a financial or property interest in the decedent's estate can demand notice in writing under Idaho Code 15-3-204.

In this case, because there is a will, there are no heirs. Further, Jerry McKee is not a devisee or the personal representative. He did demand notice after the estate was filed and has been forwarded all relevant documents. Therefore, Maureen Erickson, Personal Representative of the Estate of Natalie Parks McKee, respectfully requests the court find that Jerry McKee was not entitled to notice and deny his motion to dismiss this action for lack of notice.

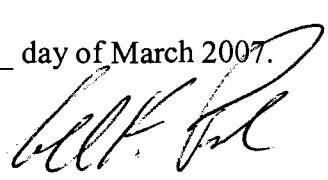
Even if notice was required and not given, this failure does not justify dismissal of the probate action. There has been no prejudice as the only act undertaken by the personal representative without knowledge of Jerry McKee was the filing of a Lis Pendens to prevent sale of the Coeur d'Alene river property until the estate's interest had been determined. Idaho Code § 5-3-705 provides in relevant part: "the personal representative's failure to give this information is a breach of his duty to the persons concerned but does not affect the validity of his appointment, his powers or his duties."

Had the personal representative undertaken some action contrary to the best interests of the estate or that was fraudulent, she could be held to answer to the heirs or devisees as the case might be. In this case there is no such action; no one is harmed and dismissal of the probate proceedings is not warranted.

Conclusion:

For the foregoing reasons, it is respectfully requested that the Motion to Dismiss be denied.

Dated this 2nd day of March 2007.



Michel F. Peacock
Attorney For Maureen Erickson

CERTIFICATE

I certify that a copy of the foregoing document was provided to the following party in the following manner on this 9th day of March, 2007:

Michael K. Branstetter
Attorney at Law
PO Box 709
Wallace, ID 83873

- Facsimile
- US Mail
- Hand Delivered



MICHAEL F. PEACOCK
 Attorney at Law
 123 McKinley Avenue
 Kellogg, Idaho 83837
 Telephone: (208) 783-1231
 Facsimile: (208) 783-1232
 Idaho State Bar No. 2291

STATE OF IDAHO
 COUNTY OF SHOSHONE/SS
 FILED

2007 MAR -9 P 4:40

PEGGY WHITE
 CLERK DIST. COURT

Sail Elliott

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF)	CASE NO. CV-2006- 40
))
NATALIE PARKS MCKEE,)	Memorandum in Support of Motion for
)	Partial Distribution
Deceased.))
))

Comes now, Michael F. Peacock, attorney for Maureen Erickson and submits this Memorandum in Support of Motion for Partial Distribution.

Statement of Facts:

This Statement of Facts is taken from the record herein including the affidavit of Bill Mckee signed January 26, 2007.

On or about July 11, 1988 Bill McKee and his wife, Natalie Parks McKee executed a community property agreement.

After that time Natalie Parks McKee and Bill McKee decided to leave all their property to their daughter Maureen Erickson as she had moved to this area to take care of Bill and Natalie, was divorced and without resources to put her three sons through college. The entire McKee family including Natalie Parks McKee, Bill McKee, Jerald McKee, Gary Mckee and Maureen Erickson was present at a family meeting where the decision to leave everything to Maureen and to exclude Jerald McKee and Gary Mckee from receiving an inheritance was announced and discussed. At this meeting everyone, including Jerald and Gary, agreed to this disposition and that the decision was made because of Maureen's responsibilities to her children and her lack of

job skills and/or resources.

In 1994, after the family meeting, Natalie Parks McKee wrote out a holographic will. Bill McKee knew of the will and had no objection to the will. Bill McKee acknowledges that he knew that the will would effect his ownership of property and would revoke and make void the community property agreement because Maureen would own an undivided 1/2 interest in the property of Bill McKee and Natalie Parks McKee upon the death of Natalie Parks McKee. This was acceptable to Bill McKee.

Natalie Parks McKee died on December 19, 1996. Maureen Erickson filed for probate of the will of Natalie Parks McKee on or about January 20, 2006.

Argument:

Jerry McKees' Objection to Partial Distribution only addresses one issue in language that is not merely an unsubstantiated statement without grounds; the issue of the community property agreement between Natalie Parks McGee and Bill McKee. This memorandum will, therefore, be limited to that issue.

The community property agreement between Natalie Parks McKee and Bill McKee was rescinded when both parties to the agreement mutually agreed to devise their entire estate to Maureen Erickson.

When considering the effect of subsequently executed mutual wills on an earlier community property agreement, there must be a demonstration of a mutual intent to do so in order for a later instrument to rescind an earlier one. Miller v. Estate of Prater, 141 Idaho 208, 212, 108 P.3d 355 (2005). The Court applies general rules of contract interpretation. *Id.*

That the earlier and later instruments must be read and construed as one in order to determine the intent of the parties, utilizing rules of construction applying to the interpretation of a single contract. *Id.* citing Silver Syndicate, Inc. v. Sunshine Min. Co., 101 Idaho 226, 235, 611 P.2d 1011, 1020 (1979). When the composite contract is ambiguous, extrinsic evidence is appropriate in order to determine the true intent of the parties. *Id.*

Natalie Parks McKee's will leaving all her property to Maureen Erickson was made after the execution of the community property agreement. The intent of Bill and Natalie to revoke the

2. MEMORANDUM IN SUPPORT OF MOTION FOR PARTIAL DISTRIBUTION

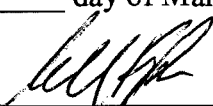
earlier community property agreement is clearly demonstrated by the 1994 will of Natalie Parks McKee and the agreement made in the family meeting. This act had the effect of revoking the community property agreement. In order to be a valid revocation of the agreement, Bill McKee, the one whose ownership rights would be affected, had to assent. Assent is demonstrated by the family decision to make Maureen the sole devisee of each party's estate as announced in the family meeting and agreed to by all parties thereto as affirmed in Mr. McKee's affidavit.

Unquestionably, both intended that the community property agreement be superceded by their agreement and the execution of Natalie Parks McKee's will. Therefore, any community property agreement was rescinded when both parties to the agreement mutually decided to devise their entire estate to Maureen Erickson.

Conclusion:

For the foregoing reasons, it is respectfully requested that the Motion for Partial Distribution be granted.

Dated this 9th day of March 2007.



Michel F. Peacock
Attorney For Maureen Erickson

CERTIFICATE

I certify that a copy of the foregoing document was provided to the following party in the following manner on this 4th day of April, 2007:

Michael K. Branstetter
Attorney at Law
PO Box 709
Wallace, ID 83873

- Facsimile
- US Mail
- Hand Delivered



A handwritten signature in cursive script, appearing to read 'MKB', is written above a horizontal line.

Michael K. Branstetter
HULL & BRANSTETTER CHARTERED
Attorneys at Law
P.O. Box 709
Wallace, ID 83873
Telephone: (208) 752-1154
Facsimile: (208) 752-0951
ISB #2454

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2007 MAR 12 P 4:16

PEGGY WHITE
CLERK DIST. COURT

Sail Elliott

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

In the Matter of the Estate	)	Case No. CV-06- 40
)	
)	
of	)	SUPPLEMENTAL
	)	MEMORANDUM
)	
NATALIE PARKS McKEE,)	
)	
Deceased.)	

COMES NOW Jerome S. McKee (JEROME) by and through his attorney Michael K. Branstetter of Hull & Branstetter Chartered and files his Supplemental Memorandum.

On January 5, 2007 JEROME filed his Motion To Dismiss Probate and his Memorandum in Support of Motion To Dismiss Probate. On January 23, 2007 JEROME filed his Objection to Maureen Erickson's (ERICKSON) Motion For

Partial Distribution. This Memorandum is supplemental to the foregoing filings by JEROME.

I. OBJECTION PARTIAL DISTRIBUTION

IN JEROME's Objection To Partial Distribution JEROME argued, among other things, the real property ERICKSON sought to distribute was not an asset of the Estate of Natalie Parks McKee even if the Estate is allowed to be probated. Attached to the Objection were certain deeds and a Community Property Agreement. The chain of title for the relevant real property described as Government Lot two (2), Section 17, Township 49 North, 2 East B.M., Shoshone County, State of Idaho (the PROPERTY) is as follows:

1. Statutory Warranty Deed from Mary Ellen Andres and T.P. Andres, husband and wife, to Bill E. McKee and Natalie P. McKee, husband and wife and Jerome S. McKee and Mina C. McKee, husband and wife, dated October 1, 1971 recorded as Shoshone County Instrument Number 336241.
2. Community Property Agreement Between Bill E. McKee and Natalie P. McKee dated July 11, 1988 recorded as Shoshone County Instrument Number 333566.
3. State of Idaho Certificate of Death, Natalie Parks McKee, recorded as Shoshone County Instrument Number 370093 on December 5, 1995.

4. Quitclaim Deed from Bill E. McKee to Jerome S. McKee and Mina C. McKee dated March 13, 2000 and recorded as Shoshone County Instrument Number 392931 on said date.

Certified copies of the above documents are attached to the Affidavit of Michael K. Branstetter filed herewith.

The legal effect of the above transactions is to vest all right, title and interest in the property in JEROME and Mina Mckee. Idaho Code, § 15-6-201 provides that an agreement to pass property at death to the surviving spouse is valid and the property which is the subject of such an instrument shall pass to a person designated in the instrument. Further, § 15-6-201(c) provides that in the case of agreements to pass property at death to the surviving spouse the agreement shall be in writing, acknowledged in the same a manner as deeds, contain a description of the real property and may be altered or amended (emphasis mine) in the same way. The agreement is only revoked by operation of law in the event of divorce. Subsection (d) requires that the agreement be recorded and that no amendment of any such agreement shall be effective for any purpose until the amendment has been recorded in like manner prior to the death of any party thereto.

Natalie Parks McKee passed away on December 19, 1994. Her death certificate was recorded on December 5, 1995. Pursuant to the provisions of Idaho Code, § 15-6-201 the transfer of Natalie Park McKee's interest in the PROPERTY

passed to Bill E. McKee on the date of her death. Proof of her death was duly and regularly filed in the records of Shoshone County. The Community Property Agreement had not been revoked by the parties that executed the same. Revocations must meet the requirements of § 15-6-201. Upon the death of Natalie Parks McKee and upon filing proof of her death all of her right, title and interest to the PROPERTY was vested in Bill E. McKee as his sole and separate property.

The effect of the Community Property Agreement and the provisions of § 15-6-201 are clear and unambiguous. The Idaho Supreme Court in *Suchan v. Suchan*, 106 Idaho 654 (1984), considered community property agreements. The issue in the *Suchan* case was whether separate property was immediately converted into community property upon the execution of a community property agreement. Former Idaho Code, § 32-921, in effect at the time, contains the same provisions as § 15-6-201. The Court noted that it had never before had an occasion to interpret Idaho Code, § 32-921. The Court concluded that spouses could enter into agreements to pass property upon the death of other and such agreements are valid, enforceable and automatic upon the death of the first spouse.

The Idaho Supreme Court has also considered whether a subsequent will affects a community property agreement. The McKees' Community Property Agreement was entered into on July 11, 1988 and ERICKSON asserts that Natalie Parks McKee executed a holographic Will on June 26, 1994. ERICKSON takes the

position that the deceased, Natalie Parks McKee, left her interests in “our” real and personal property to ERICKSON. The Idaho Supreme Court in *Miller v. Estate of Prater*, 141 Idaho 208 (2005), cited with approval a Washington case that addressed the issue of the effect subsequent “mutual wills” had on an earlier community property agreement. Here, the subsequent instrument (the alleged holographic will) is not a mutual will. It is a document purportedly signed by only one spouse. The document does not even mention the North Fork PROPERTY but if it had done so, the document clearly does not express a mutual intent of both parties to do anything and, in particular, rescind a written, recorded instrument signed by both spouses. A holographic will does not meet the statutory requirements of § 15-6-201 for altering, amending or revoking a community property agreement. The alleged holographic will, even if allowed to be probated, would not pass any interest in the PROPERTY, or any community property, which is the subject of the Community Property Agreement. This is because, under Idaho law, the PROPERTY is not a part of Natalie Park McKee’s estate.

Based upon § 15-6-201 and the *Suchan* and *Miller* cases the Community Property Agreement is valid and passed property to Bill E. McKee upon the death of Natalie Parks McKee, it cannot be unilaterally revoked by one party through an alleged holographic will. The PROPERTY is vested in JEROME and Mina McKee. For the above reasons as well as those asserted in JEROME’s prior filings

ERICKSON's Motion For Partial Distribution should be denied and an order entered that the PROPERTY is not an asset of the Estate of Natalie Parks McKee.


II. MOTION TO DISMISS

A. The provision of § 15-3-108 bar the probate of Natalie Parks McKee's estate. See Jerome S. McKee's earlier Memorandum in Support of Motion To Dismiss. Section 15-1-106 does not preclude dismissal of the probate. Section 15-1-106 provides that whenever a fraud has been perpetuated, the person injured may bring an action against the perpetrator. If a fraud has been committed, ERICKSON is claiming Bill E. McKee committed that fraud. The action would therefore be an action for fraud against him, not an action to probate an estate. The fraud action, if one exists, must be commenced against Bill E. McKee. All of the essential elements of fraud would then have to be alleged and proven.

The Idaho State Supreme Court in *Matter of Estates of Cahoon*, 102 Idaho 542 (1981) discussed § 15-1-106 and found the section allowed for reopening an estate based upon claims of fraud occurring during the course of probate. *Cahoon*, at 549. The case has not application to the case at bar.

The probate should be dismissed.

DATED this 12th day of March, 2007.


Michael K. Branstetter, Hull & Branstetter
Chartered, attorneys for Jerome S. McKee.

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing SUPPLEMENTAL MEMORANDUM to be served by the method indicated below and addressed to the following on this 12th day of March, 2007:

Michael F. Peacock
Attorney at Law
123 McKinley Avenue
Kellogg, ID 83837

Craig N. McKee
2203 E. Flat Iron Drive
Sandy, UT 84093

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile



Michael K. Branstetter
 HULL & BRANSTETTER CHARTERED
 Attorneys at Law
 P.O. Box 709
 Wallace, ID 83873
 Telephone: (208) 752-1154
 Facsimile: (208) 752-0951
 ISB #2454

STATE OF IDAHO
 COUNTY OF SHOSHONE/SS
 FILED

2007 MAR 12 P 4: 16

PEGGY WHITE
 CLERK DIST. COURT

Paul Elliott

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

In the Matter of the Estate	)	Case No. CV-06- 40
)	
)	
of)	
	)	AFFIDAVIT OF MICHAEL K.
	)	BRANSTETTER
NATALIE PARKS McKEE,)	
)	
Deceased.)	

STATE OF IDAHO)
) ss.
 County of Shoshone)

MICHAEL K. BRANSTETTER, being first duly sworn on oath, deposes
 and says:

- I am the attorney of record for Jerome S. McKee and make this Affidavit
 having personal knowledge of the facts set forth herein.

2. This Affidavit is made in support of Jerome S. McKee's Motion To Dismiss Probate and in opposition to Partial Distribution.
3. Attached hereto are Certified copies of the following documents:
 - A. Statutory Warranty Deed from Mary Ellen Andres and T.P. Andres, husband and wife, to Bill E. McKee and Natalie P. McKee, husband and wife and Jerome S. McKee and Mina C. McKee, husband and wife, dated October 1, 1971 recorded as Shoshone County Instrument Number 336241.
 - B. Community Property Agreement Between Bill E. McKee and Natalie P. McKee dated July 11, 1988 recorded as Shoshone County Instrument Number 333566.
 - C. State of Idaho Certificate of Death, Natalie Parks McKee, recorded as Shoshone County Instrument Number 370093 on December 5, 1995.
 - D. Quitclaim Deed from Bill E. McKee to Jerome S. McKee and Mina C. McKee dated March 13, 2000 and recorded as Shoshone County Instrument Number 392931 on said date.

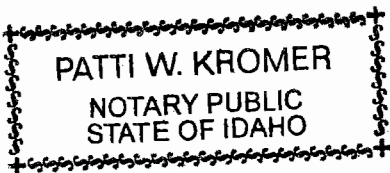
Further Affiant sayeth not.

DATED this 12th day of March, 2007

Michael K. Branstetter

Michael K. Branstetter

Subscribed and sworn to before me on this 12th day of March, 2007.



Patti W. Kromer

Notary Public in and for the State of Idaho,
Residing at: Osburn, Idaho
My Commission Expires: 09/05/09

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing AFFIDAVIT OF MICHAEL K. BRANSTETTER to be served by the method indicated below and addressed to the following on this 12th day of March, 2007:

Michael F. Peacock
Attorney at Law
123 McKinley Avenue
Kellogg, ID 83837

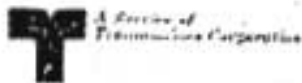
Craig N. McKee
2203 E. Flat Iron Drive
Sandy, UT 84093

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Facsimile

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Facsimile

M. K. Branstetter

Transamerica Title Insurance Co



THIS SPACE RESERVED FOR RECORD

RECORD

336241

Filed for Record at Request of

Name Douglas L. ...

Address

City and State

Stipulatory Warranty Deed

Form 687 1-REV

THE GRANTOR ^v MARY ELLEN ANDRES and T. P. ANDRES, husband and wife,

for and in consideration of Ten Dollars and other valuable consideration,

in hand paid, convey and warrants to BILL E. MC KEE and NATALIE P. MC KEE, husband and wife and JEROME S. MC KEE and MIRA C. MC KEE, husband and wife each couple the following described real estate, situated in the County of SHOSHONE, State of IDAHO:

P.O. Box 742, Ullmer, Id. 83873

Government Lot 2, Section 17, Township 49 North, Range 2 E.B.M., Shoshone County, State of Idaho.

EXCEPT all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto whether expressed or implied.

SUBJECT TO:

1. General taxes for the year 1971 which are a lien on the property.
2. An easement dated November 21, 1928 to F. W. Fitz & J. W. Bickerstaff as recorded in Book 61 of Deeds, page 573 records of Shoshone County.
3. Right of way deed to the United States of America granting an easement and right-of-way 60 ft. wide across the NE $\frac{1}{4}$ of Lot 2, Section 17, Township 49 N Range 2 E.B.M. for the construction etc. for State Public Hwy
4. Right of way recorded May 6, 1952 to Linfor Lumber Company.
5. Right of way to Yellowstone Pipe Line dated and recorded November 30, 1953.
6. Right of way to Shoshone County for a 60 foot strip of land for road purposes, recorded as Document No. 160079 in Shoshone County, Idaho.

Dated this 1st day of October, 19 71.

Mary Ellen Andres (REAL)
T.P. Andres (REAL)

NEW HAMPSHIRE
STATE OF ~~NEW HAMPSHIRE~~
County of ...

On this day personally appeared before me T.P. AND MARY ELLEN ANDRES, husband & wife,

to me known to be the individual^s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of October, 19 71.

[Signature]
Notary Public in and for the State of New Hampshire,
residing at ...
71

my L2279
1-12-72

336241

RECORDED
at the request of

Chicago Title Co.
In

FILED

Deeds
Return to:

*65 JUN 24 PM 3 10

William K. McKee

REC'D IN FIELD
J. M. [Signature]

Box 242

Wallace, ID 83873

Fee \$ 3.00

STATE OF IDAHO

:SS.

County of Shoshone

I, PEGGY WHITE, County Recorder in and for the County of Shoshone, State of Idaho, do hereby certify the foregoing to be a full, true, and correct copy of

STATUTORY WARRANTY DEED

as the original instrument appears upon the records of said County, as

Instrument Number 336241 of DEEDS

thereof at my office and in my custody.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal

this 23rd day of JANUARY, 2007.

PEGGY WHITE, COUNTY RECORDER

By 
Deputy

COMMUNITY PROPERTY AGREEMENT BETWEEN HUSBAND AND WIFE

THIS AGREEMENT Made and entered into this 12th day of July, 1988.

by and between Bill F. McKee husband and Natalie P. McKee wife, relative to community property and disposition thereof upon the death of either of the parties hereto as provided by Section 15-6-201, Idaho Code.

WITNESSETH:

- 1. The parties were married August 31, 1943 and ever since have been and now are husband and wife.
2. We certify that the following described real and personal property was acquired by us from our joint efforts while married and while living together as husband and wife in a community property State, and that no part of said property owned by either of us prior to this marriage, or which either of us have acquired since by gift, devise or as an heir at law of any person and that the same is the community property of the parties hereto.
3. The legal description of said real property covered by this agreement is as follows: Lots 1, 2 and 3 of Block 16 Helena Home Trust Auburn, Idaho with Residence Lot 1 of Block 17 Wardner, Idaho Govt. Lot 2, Section 17 T. 49 N. R. 2 E. - Half interest with Mr. & Mrs. J.D. McKee State lease on Priest Lake with cabin, bathhouse and other improvements NW 1/4 of NE 1/4 of SW 1/4 Sec. 26-T28 R42 Spokane County, Washington (Cont'd on second sheet)
4. The personal property affected by this agreement is described as follows: Any and all personal property, including, but not limited to: home, garages and any other outbuildings located on above-mentioned real property, household furnishings, motor vehicles, checking accounts, savings accounts, savings certificates, stocks, bonds, and any other personal property that we may acquire in the future.
5. That upon the death of either of the parties hereto the property described herein shall vest in the survivor absolutely subject to the liabilities imposed by Section 15-6-201, Idaho Code.

IN WITNESS WHEREOF, The parties have hereunto set their hands the day and year first above written.

Bill F. McKee Husband
Natalie P. McKee Wife

STATE OF IDAHO,

County of }

On this 12th day of July, 1988, before me the undersigned, a Notary

Public in and for said State, personally appeared Bill F. McKee husband and NATALIE P. MCKEE wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Julie P. Peterson Notary Public for Idaho
Residing at Kellogg, Idaho

#3 (Continued)

Lot 10764 C.I. K. D. situated on East side of Lower Moyle
Lake - East Kootenay, British Columbia Folio Number
C27 702 05744.000-1-6 East Kootenay Land District With
residences. 30 acres

RECORDED
at the request of

Bill E. McKee

in
Bonds, Agreements, &
Power of Attorney

return to:

Bill E. McKee

Box 242

Wallace, ID 83873

Fee \$ 6.00

333566

FILED

'88 JUL 12 PM 12 06

MARTA WINFIELD
SHOSHONE CITY RECORDER

BY *Janet Zamboni* DEPUTY

STATE OF IDAHO

:SS.

County of Shoshone

I, PEGGY WHITE, County Recorder in and for the County of Shoshone, State of Idaho, do hereby certify the foregoing to be a full, true, and correct copy of

COMMUNITY PROPERTY AGREEMENT

as the original instrument appears upon the records of said County, as

Instrument Number 333566 of BONDS & AGREEMENTS

thereof at my office and in my custody.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal

this 23rd day of JANUARY, 2007.

PEGGY WHITE, COUNTY RECORDER

By 
Deputy

370093

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
COOPERATIVE CENTER FOR HEALTH STATISTICS

CERTIFICATE OF DEATH

DATE FILED: JANUARY 03, 1995

STATE FILE NUMBER: 94-07962

DECEDENT: NATALIE PARKS MCKEE

DATE OF DEATH: [REDACTED] PLACE OF DEATH: OSBURN, IDAHO

DATE OF BIRTH: [REDACTED] PLACE OF BIRTH: MONTANA

AGE: 82 YEARS SEX: FEMALE VETERAN? NO

MARITAL STATUS: MARRIED SURVIVING SPOUSE: BILL MCKEE

SOCIAL SECURITY NUMBER: [REDACTED] RESIDENCE: OSBURN, IDAHO

FATHER: JEROME PARKS
FATHERS BIRTHPLACE: MICHIGAN
MOTHER (MAIDEN): MABEL BEATRICE JEWELL
MOTHERS BIRTHPLACE: CANADA

MORTUARY: SHOSHONE FUNERAL SERVICES, INC.
MORTICIAN: DEBBIE MIKESELL

WALLACE, IDAHO
DISPOSITION: BURIAL

CERTIFYING PHYSICIAN: WILLIAM N. DIRE, MD

AUTOPSY: NO

1. CAUSE OF DEATH, UNDERLYING CAUSE LAST:

INTERVAL

CACHEXIA
METASTATIC CARCINOMA OF BREAST

2 WEEKS
MONTHS

2. OTHER CONDITIONS CONTRIBUTING TO DEATH BUT UNRELATED TO ABOVE CAUSES:

DIABETES II, CHRONIC RENAL FAILURE, HEART FAILURE

MANNER OF DEATH: NATURAL

I certify that this is a true and correct reproduction or abstract of an official record filed with the IDAHO COOPERATIVE CENTER FOR HEALTH STATISTICS.

JANUARY 05, 1995

DATE ISSUED: _____

Jane S. Smith
JANE S. SMITH
State Registrar



RECORDED
at the request of

370093

ALLIANCE TITLE CO.
Inc

DEATH CERTIFICATES
Return fee

FILED

ALLIANCE TITLE CO.

'95 DEC 5 AM 11 50

WALLACE, IDAHO 83873

MARCIA WINGFIELD
SHOSHONE CITY RECORDER
BY UNICO DEPUTY

Fee \$ 3.00

00269670

STATE OF IDAHO

:SS.

County of Shoshone

I, PEGGY WHITE, County Recorder in and for the County of Shoshone, State of Idaho, do hereby certify the foregoing to be a full, true, and correct copy of Certificate of Death for Natalie Parks McKee

as the original instrument appears upon the records of said County, as

Instrument Number 370093 of Death Records

thereof at my office and in my custody.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal

this 12th day of February, 2007.

PEGGY WHITE, COUNTY RECORDER

By

Janet Zamboni
Deputy

392931

(Optional)
 Recorded Platted Key Punched To Treasurer
 Microfilmed Deed Card Master File
 Indexed Compared Abstracted

QUITCLAIM DEED

THIS INDENTURE, Made this 13TH day of MARCH
 in the year of our Lord ^{TWO} ~~one~~ thousand ~~nine~~ hundred and between
BILL E. MCKEE I

of SHOSHONE County of
 State of IDAHO, the party of the first part, and JEROME S. MCKEE
 of THIBODAUX County of MINA C. MCKEE
 State of LOUISIANA, the parties of the second part,

whose current address is BOX 702
THIBODAUX, LA
70302

WITNESSETH That the said party of the first part, for and in consideration of the sum of
1 DOLLARS,
 lawful money of the United States of America, to HIM in hand paid by the said parties of
 the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release
 and forever QUITCLAIM, unto the said parties of the second part, and to THEIR heirs and
 assigns all certain lot, piece or parcel of land, situate, lying and being in
 County of SHOSHONE, State of Idaho, bounded and particularly
 described as follows, to-wit:

SEE ATTACHED

Location of above described property _____
 House No. _____ Street _____

MAIL DEED TO:

MAIL TAX NOTICE TO:
 Name JEROME S. MCKEE
 Address BOX 702
 City & State THIBODAUX, LA 70302

392931

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the parties of the second part, and to THEIR heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set hand and seal the day and year first above written.

SIGNED SEALED AND DELIVERED IN PRESENCE OF

Bill E. McKee [Seal]
[Seal]
[Seal]
[Seal]

STATE OF IDAHO

County of Shoshone } ss.

On this 13th day of March in the year 2000, before me Sharon K Jacobs

a Notary Public

in and for said State, personally appeared Bill E. McKee

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

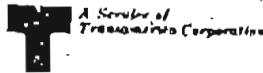
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

SHARON K. JACOBS
NOTARY PUBLIC - STATE OF IDAHO
RESIDING AT WALLACE, IDAHO
MY COMMISSION EXPIRES 08/16/2004

Sharon K Jacobs
Notary Public for the State of Idaho.
Residing at , Idaho.

Form with fields: No., QUITCLAIM DEED, Dated, STATE OF IDAHO, County of, I hereby certify that this instrument was filed for record at request of, at minutes past o'clock M., this day of A.D. 19, In my office, and duly recorded in Book of at page, Ex-Officio Recorder, Deputy, Fees, \$, Mail to

Transamerica Title Insurance Co



THIS SPACE RESERVED FOR RECORD'S USE.

392931

BLETS

336241

Filed for Record at Request of

Name Douglas Chemicals

Address 1122 Broadway

City and State _____

Statutory Warranty Deed

Form 487 W-REV

THE GRANTOR ^s MARY ELLEN ANDRES and T. F. ANDRES, husband and wife,

for and in consideration of Ten Dollars and other valuable consideration,

in hand paid, conveys and warrants to BILL E. MC KEE and BATALIE P. MC KEE, husband and wife and JEROME S. MC KEE and MINA C. MC KEE, husband and wife each couple the following described real estate, situated in the County of ~~Washington~~ ^{SHOSHONE} with ~~one-half~~ ^{one-half} interest, State of ~~WASHINGTON~~ ^{IDAHO}

P.O. Box 242, Oklahe: Id. 83875
Government Lot 2, Section 17, Township 49 North, Range 2 E.B.M., Shoshone County, State of Idaho.

EXCEPT all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto whether expressed or implied.

SUBJECT TO:

- ~~1. General taxes for the year 1971 which are a lien on the property.~~
2. An easement dated November 21, 1928 to F. W. Fitze & J. W. Bickerstaff as recorded in Book 61 of Deeds, page 573 records of Shoshone County.
3. Right of way deed to the United States of America granting an easement and right-of-way 60 ft. wide across the NE^{1/4} of Lot 2, Section 17, Township 49 N Range 2 E.B.M. for the construction etc. for State Public Hwy
4. Right of way recorded May 6, 1952 to Linfor Lumber Company.
5. Right of way to Yellowstone Pipe Line dated and recorded November 30, 1953.
6. Right of way to Shoshone County for a 60 foot strip of land for road purposes, recorded as Document No. 160079 in Shoshone County, Idaho.

Dated this 1st day of October, 1971.

Mary Ellen Andres (MRS.)
T.F. Andres (MRS.)

NEW HAMPSHIRE
STATE OF ~~WASHINGTON~~,
County of _____

On this day personally appeared before me T.F. AND MARY ELLEN ANDRES, husband & wife,

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their ~~own~~ ^{own} free will, act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of _____, 1971.

MY LICENSE
EXPIRES
1-12-72

RECORDED
at the request of

392931

BILL E. MCKEE

in

DEEDS

Return to:

JEROME S. MCKEE

BOX 702

THIBODAUX, LA 70302

Fee \$ 9.00

'00 MAR 13 PM 3 59

MARCIA WINGFIELD
SHOSHONE CITY RECORDER
BY [Signature] DEPUTY

STATE OF IDAHO

:SS.

County of Shoshone

I, PEGGY WHITE, County Recorder in and for the County of Shoshone, State of Idaho, do hereby certify the foregoing to be a full, true, and correct copy of

QUITCLAIM DEED

as the original instrument appears upon the records of said County, as

Instrument Number 392931 of DEEDS

thereof at my office and in my custody.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal

this 23rd day of JANUARY, 2007.

PEGGY WHITE, COUNTY RECORDER

By 
Deputy

Michael K. Branstetter
HULL & BRANSTETTER CHARTERED
Attorneys at Law
P.O. Box 709
Wallace, ID 83873
Telephone: (208) 752-1154
Facsimile: (208) 752-0951
ISB #2454

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2007 MAR 12 P 4:16

REGINA WHITE
CLERK DIST. COURT

Sail Elliott

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

In the Matter of the Estate	)	Case No. CV-06- 40
)	
)	
of	)	MOTION TO STRIKE AFFIDAVIT
	)	OF BILL E. McKEE
)	
NATALIE PARKS McKEE,)	
)	
Deceased.)	

COMES NOW Jerome S. McKee by and through his attorney Michael K. Branstetter of Hull & Branstetter Chartered and pursuant to Rule 12(f) of the Idaho Rules of Civil Procedure files his Motion To Strike Affidavit of Bill E. McKee dated January 26, 2007 received on March 8, 2007 upon the following grounds and reasons:

A. The Court may and is therefore requested to take judicial notice of the filings in Shoshone County Case Number CV-07-120: In the Matter of The Guardianship and Conservatorship of Bill E. McKee. The affiant is not competent.

B. The affidavit does not meet the requirements of personal knowledge, set forth facts which would be admissible in evidence and show affirmatively the competence of the affiant to testify to matters therein.

C. None of the statements are relevant to Jerome S. McKee's Motion To Dismiss and Objection To Partial Distribution.

D. In particular, objection is made to the following numbers in the affidavit:

3. Hearsay.
4. Foundation, hearsay.
5. Foundation, conclusion, hearsay.
6. Foundation, conclusion, hearsay.
7. Foundation, hearsay.
8. Conclusion, hearsay.
9. Conclusion, hearsay, constitutes a legal opinion.
10. Conclusion, constitutes a legal opinion.
13. Foundation, parol, hearsay.
14. Foundation, conclusion, hearsay, parol.

15. Conclusion, foundation.
16. Foundation.
17. Conclusion, foundation.
18. Foundation, hearsay, parol.
19. Conclusion, hearsay, parol, constitutes a legal opinion.
20. Conclusion, hearsay.
21. Conclusion, constitutes a legal opinion, foundation.
22. Foundation, hearsay, parol, constitutes a legal opinion.
24. Conclusion, foundation, constitutes a legal opinion, hearsay.
25. Foundation, hearsay, conclusion.
26. Hearsay, foundation.
27. Conclusion, hearsay, foundation, parol.
28. Hearsay.
30. Foundation.
31. Hearsay, foundation, conclusion.
32. Foundation, hearsay.
33. Foundation, hearsay.

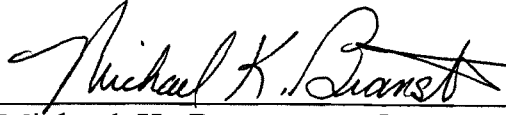
This Motion is supported by the papers, pleadings and records on file herein.

This Motion will be brought on for hearing on March 16, 2007 at 9:00 a.m.

Oral argument is respectfully requested on the foregoing Motion to Strike.

MOTION TO STRIKE AFFIDAVIT OF BILL E. McKEE - 3

DATED this 12th day of March, 2007.


Michael K. Branstetter, Hull & Branstetter
Chartered, attorneys for Jerome S. McKee.

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing MOTION TO STRIKE AFFIDAVIT OF BILL E. McKEE to be served by the method indicated below and addressed to the following on this 12th day of March, 2007:

Michael F. Peacock
Attorney at Law
123 McKinley Avenue
Kellogg, ID 83837

Craig N. McKee
2203 E. Flat Iron Drive
Sandy, UT 84093

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile



2007 MAR 23 P 2:56

DEPT. WHITE
CLERK DIST. COURT

Sail Elliott

MICHAEL F. PEACOCK
Attorney at Law
123 McKinley Avenue
Kellogg, Idaho 83837
Telephone: (208) 783-1231
Facsimile: (208) 783-1232
Idaho State Bar No. 2291

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF)	CASE NO. CV-2006- 40
)	
NATALIE PARKS McKEE,)	Memorandum in Support of Motion for
)	Partial Distribution and Opposing
Deceased.)	Summary Dismissal
)	

The question presented to the Court is whether summary dismissal in favor of Jerome McKee is appropriate or if in the alternative, partial distribution of the assets in favor of Maureen Erickson, Personal Representative of the Estate of Natalie Parks McKee, is proper at this time. Jerome McKee suggest that summary dismissal in this is appropriate because either (1) the action is barred by the statute of limitations or (2) the will is invalid as it purports to convey assets not belonging to the deceased. Before the Court can make this decision, it must first consider whether the Affidavit of Bill McKee will be considered by the Court or whether the affidavit will be struck.

Argument:

The facts and law presented to the Court by way of pleadings and at oral argument show that (1) the action is not bared by the statute of limitations as the action was properly filed within two years of discovery of fraudulent concealment of the will and (2) the community property

1. MEMORANDUM IN SUPPORT OF MOTION FOR PARTIAL DISTRIBUTION AND OPPOSING SUMMARY DISMISSAL

agreement was properly rescinded by mutual agreement of the parties and has no effect on the testamentary disposition of the assets of Natalie Parks McKee. For this reason, summary dismissal is inappropriate. Once the court determines that summary dismissal is inappropriate, it should grant partial disposition in favor of Maureen Erickson as personal representative of the Estate of Natalie Parks McKee.

I. The Affidavit of Bill McKee meets the standard for admissibility in opposition to a motion to dismiss and is sufficient to raise a genuine issue of material fact.

The standards applied to a motion to dismiss are the same as those used in summary judgment motion. Gibson v. Ada County, 142 Idaho 746, 133 P.3d 1211 (2006). Under the Idaho Rules of Civil Procedure summary judgment shall be rendered when “the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” I.R.C.P. 56(c).

All disputed facts are to be construed liberally in favor of the non-moving party, and all reasonable inferences that can be drawn from the record are to be drawn in favor of the non-moving party.” Sprinkler Irrigation Co. v. John Deere Ins. Co., 139 Idaho 691, 695-96, 85 P.3d 667, 671-72 (2004). Summary judgment is not appropriate where “reasonable people could reach different conclusions or draw conflicting inferences from the evidence” regarding a genuine issue of material fact. Kalange v. Rencher, 136 Idaho 192, 195, 30 P.3d 970, 973 (2001).

The question of admissibility of affidavits under Idaho Rule of Civil Procedure 56(e) is a threshold question to be analyzed before applying the liberal construction and reasonable inferences rules required when reviewing motions for summary judgment. The trial court must look at the affidavit or deposition testimony and determine whether it alleges facts, which if taken as true, would render the testimony admissible. Shane v. Blair, 75 P.3d 180, 139 Idaho 126 (Idaho, 2003).

In order to be considered on a summary judgment motion, affidavits must be based on personal knowledge, set forth facts that would be admissible in evidence at trial, and show that the affiant is competent to testify on the stated matters. I.R.C.P. 56(e), R Homes Corp. v. Herr, 142 Idaho 87, 123 P.3d 720, (Idaho App.,2005).

2. MEMORANDUM IN SUPPORT OF MOTION FOR PARTIAL DISTRIBUTION AND OPPOSING SUMMARY DISMISSAL

There is nothing on the record to rebut the presumption that Bill McKee is competent to testify regarding his memory of events in which he was personally involved. Mr. McKee's affidavit only speaks to things he did in the past. Mr. McKee has not been determined to be incompetent as incorrectly asserted in the briefing submitted in support of the motion to dismiss or the briefing opposing partial distribution. In fact, if the court does consider the pending guardianship case in which there is no ruling, it will see that the evidence in the file is as follows:

1. One affidavit by physicians assistant who last examined Mr McKee in November
2. Two letters from medical doctors who have recently examined Mr. McKee and have stated he is competent.

There is no allegation in the guardianship action alleging that Mr. Mckee is not competent to testify or that his memory is failing him, only that he may not be able to fully care for himself. The law is clear in that a person can be competent for some things and not others. .

Finally, if the court compares Bill McKee's January 26, 2007 affidavit with his prior affidavit filed January 20, 2006, it is clear that the statements, in both affidavits affidavits are entirely consistent.

II. The action is not bared by the statute of limitations as the action was properly filed within two years of discovery of flatulent concealment of the will.

Bill McKee fraudulently concealed the existence of Natalie Park McKee's will from Maureen Erickson, the sole beneficiary, so he could use the assets jointly owned by he and Natalie as he wished, knowing that it was not in compliance with the agreement between himself, and Natalie. It is clear from the facts that a fraud was perpetrated against the estate of Natalie Parks McKee. There has been no admissible evidence presented to the Court which disputes this fact.

The case nearest to being on point that could be found was Miller v. Estate of Prater, 141 Idaho 208, 108 P.3d 355 (2005) In Miller, assets of the estate were concealed and the estate probated. Afer the fraud was discovered, an action was brought an action to re-open the estate. The Court found that re-opening the estate was the proper remedy. The instant case is very similar.

Here all the assets were in effect concealed or made unavailable by virtue of the

3. **MEMORANDUM IN SUPPORT OF MOTION FOR PARTIAL DISTRIBUTION AND OPPOSING SUMMARY DISMISSAL**

concealment of the will. As far as the world was concerned, the property passed to Bill McKee under the community property agreement. In Miller, re-opening the estate was proper because there was an estate that could be reopened and the various issues could be resolved within the estate including the discovery and recovery of assets as well as distribution of those assets. In our case, opening the estate is the proper remedy to determine what all the assets were, where they went and what if anything needs to be done or will be done to recover the assets. An estate is the proper vehicle to resolve all the issues.

III. The community property agreement was properly rescinded by mutual agreement of the parties and has no effect on the testamentary disposition of the deceased assets.

Jerome McKee argues that Idaho Code § 15-6-201 is the sole means of determining how a community property agreement may be revoked. This is incorrect for two reasons, first, the statute was never meant to have this implication and second, the agreement is was not 'revoked' it was rescinded.

The comments to Idaho Code § 15-6-201 state in part: "The sole purpose of the statute is to "authorize a variety of contractual arrangements which have in the past been treated as testamentary." "It does not invalidate other arrangements by negative implication." I.C. 15-6-102 Comments to Official Text.

In determining how a community property agreement may be revoked, standard contract law applies. Miller v. Estate of Prater, 141 Idaho 208, 108 P.3d 355 (2005). Under the general rules of contract interpretation, the court looks to determine whether a subsequent instrument rescinds an earlier instrument. Id. "If A and B enter into an executory bilateral contract they are free to rescind the agreement by mutual agreement." Calamari & Oerillo, *The Law of Contracts*, 3rd Ed. HB Series, 1987, p. 863. "'Recision' is utilized as a term of art to refer to a mutual agreement to discharge contractual duties." Id. at 865. "Rescission [] occurs where the parties enter into a contract which is substituted for the original contract." Id.

In determining whether a subsequent instrument rescinds an earlier instrument, the two are to be read together and, if the composite contract is ambiguous, extrinsic evidence is appropriate in order to determine the true intent of the parties. Miller, 141 Idaho 208 (2005). If

4. **MEMORANDUM IN SUPPORT OF MOTION FOR PARTIAL DISTRIBUTION AND OPPOSING SUMMARY DISMISSAL**


there is no ambiguity on the issue of whether a subsequent instrument rescinds an earlier instrument, it may be decided as a matter of law; however, if an inconsistency between the instruments creates an ambiguity, a factual inquiry is required to determine the intent of the parties. Id.

In our case, an ambiguity is created by the holographic will when read in conjunction with the community property agreement. This ambiguity has to be resolved by extrinsic evidence; a factual inquiry is required to determine the intent of the parties. The relevant facts to be considered in this case is the family meeting which sheds light on the intent of the holographic will, proving that intent was to rescind the community property agreement. The following events have to be looked at in sequence: (1) the community property agreement between Bill McKee and Natalie Parks McKee, (2) the oral agreement between Bill McKee and Natalie Parks McKee that all assets would be given to Maureen Erickson, and (3) the holographic will of Natalie Parks McKee bequeathing all her assets to Maureen Erickson. It is clear that the community property agreement was rescinded at the family meeting and the will simply affirmed in writing what was agreed upon between Bill and Natalie McKee and announced in that family meeting.

Conclusion:

The facts presented to the court show that the statute of limitation is not a bar to this action and partial distribution as requested by Maureen Erickson, Personal Representative of the Estate of Natalie Parks McKee, is proper. However, if the Court is unable to find this to be the case, it must at the very least find that the facts presented raise a genuine issues of material fact as to both compliance with the statute of limitations and the effect of the community property agreement sufficient to preclude summary dismissal.

Dated this 23rd day of March, 2007



Michael F. Peacock
Attorney for Maureen Erickson, Personal Representative

5. MEMORANDUM IN SUPPORT OF MOTION FOR PARTIAL DISTRIBUTION AND OPPOSING SUMMARY DISMISSAL

CERTIFICATE

I certify that a copy of the foregoing document was provided to the following party in the following manner on this 23rd day of March, 2007:

Michael Bransetter,
Attorney for Jerome McKee

Facsimile



6. **MEMORANDUM IN SUPPORT OF MOTION FOR PARTIAL DISTRIBUTION AND OPPOSING SUMMARY DISMISSAL**

2007 APR 19 PM 3 21

PEGGY WHITE
CLERK DIST. COURT
BY Carol Elliott
DEPUTY

Michael K. Branstetter
HULL & BRANSTETTER CHARTERED
Attorneys at Law
P.O. Box 709
Wallace, ID 83873
Telephone: (208) 752-1154
Facsimile: (208) 752-0951
ISB #2454

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

In the Matter of the Estate	)	Case No. CV-06- 40
)	
	)	FINDINGS OF FACT,
of	)	CONCLUSIONS OF LAW AND
	)	ORDER
)	
NATALIE PARKS McKEE,)	
)	
Deceased.)	

Pursuant to instructions from the Court, Michael K. Branstetter of Hull & Branstetter Chartered, attorneys for Jerome S. McKee and Michael F. Peacock, attorney for Maureen Erickson, Personal Representative of the Estate, appeared in Court on April 11, 2007; Maureen Erickson was also present in Court. The Court announced that it was prepared to enter its Findings of Fact, Conclusions of Law and Order in this matter and do so orally upon the record; Said ruling is made as a

result of a hearing held on March 16, 2007 at which time the parties presented oral arguments on their pending motions.

The matters pending for the Court to consider, as argued on March 16, 2007, consist of (1) the Personal Representative's Motion For Partial Distribution of the Property known as an undivided one-fourth interest in and to Government Lot 2, Section 17, Township 49 North, Range 2 EBM, Shoshone County, State of Idaho and commonly referred to as the River property. Jerome S. McKee objected to said Motion For Partial Distribution and filed an OBJECTION; (2) Jerome S. McKee also filed a Motion to Dismiss the Probate, and (3) Motion to Strike the Affidavit of Bill E. McKee dated January 26, 2007.

The Court has considered all the pleadings filed herein, including the affidavits, memorandums and records. The Court's oral pronouncements in open Court shall constitute the Findings of Fact, Conclusions of Law in this matter and said oral pronouncements are incorporated herein. Based thereon and good cause appearing IT IS HEREBY ORDERED AS FOLLOWS:

1. Maureen Erickson's Motion for Partial Distributions is hereby denied, the property known as the River property and described as an undivided one-fourth interest in and to Government Lot 2, Section 17, Township 49 North, Range 2 EBM, Shoshone County, State of Idaho, is not part of the assets of the Estate of Natalie Parks McKee. Said property passed to Bill E. McKee

pursuant to a valid Community Property Agreement, and thereafter by deed from Bill E. McKee to Jerome McKee and Mina McKee; therefore, said property is not an asset of the Estate of Natalie Parks McKee.

2. Jerome S. McKee's Motion to Dismiss the Probate of Estate of Natalie Parks McKee is hereby denied at this time provided, however, the Court has found the Community Property Agreement is valid as to the River property and title to the River property is not affected by the continued probate of the Estate of Natalie Parks McKee. There may be other issues and matters to consider in the probate and the Court is not prepared to dismiss the probate at this time.
3. The Court finds it unnecessary to rule upon Jerome S. McKee's Motion to Strike the Affidavit of Bill E. McKee for the reason that, even if considered in full, said Affidavit does not affect the foregoing Findings of Fact, Conclusions of Law and Order duly entered herein for the reasons state in open Court.
4. Jerome S. McKee and Maureen Erickson, Personal Representative of the Estate of Natalie Parks McKee, shall each bear their own attorney fees and costs.

DATED this 16th day of April, 2007.

Patrick R. McFadden
Patrick R. McFadden, Magistrate Judge

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing to be served by the method indicated below and addressed to the following this 19 day of April, 2007:

Michael K. Branstetter
Hull & Branstetter Chartered
P.O. Box 709
Wallace, ID 83873

Michael F. Peacock
Attorney at Law
123 McKinley Avenue
Kellogg, ID 83873

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

CLERK OF THE DISTRICT COURT

By: Ariel Elliott
Deputy Clerk

MICHAEL F. PEACOCK
Attorney at Law
123 McKinley Avenue
Kellogg, Idaho 83837
Telephone: (208) 783-1231
Facsimile: (208) 783-1232
Idaho State Bar No. 2291

STATE OF IDAHO
COUNTY OF SHOSHONE / SS
FILED

2007 APR 30 PM 1 23

PEGGY WHITE
CLERK DIST. COURT
BY *Paul Elliott*
DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF)	CASE NO. CV-2006- 40
))
NATALIE PARKS MCKEE,)	Motion for Reconsideration
))
Deceased.))
_____))

Comes Now Maureen Erickson, Personal Representative of the Estate of Natalie Parks McKee pursuant to IRCP 11(a)(2)(b), and moves the Court to Reconsider its Order entered in this matter on the 19th day of April, 2007, denying the Personal Representative's motion to make partial distribution of property and deciding that the Community Property Agreement between Natalie Parks McKee and Bill McKee was valid as concerns what is known as the "River" property.

This Motion is based on the following facts and circumstances:

1. The Motion to dismiss was decided on facts outside the official record in this matter, namely affidavits submitted.
2. The court decided a question not before it on motion; there was a motion to dismiss the estate and a Motion for Partial Distribution before the court.
3. In a summary judgment motion there must be no material question of fact.
4. The affidavits and other information in the file establish that there are material questions of fact.

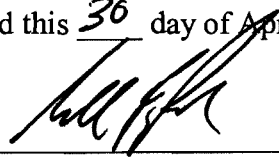
1.Motion to Reconsider

A. There is a material question of fact regarding the intent of Bill McKee and Natalie Parks McKee to rescind the community property agreement and whether or not they were successful in their efforts.

B. There is a material question of fact regarding the intent of Bill McKee to transfer only his title to the "River" property and not the interest left to Maureen Erickson by virtue of the will of Natalie Parks McKee due to his belief that he did not own that interest or whether his intent was to transfer the entire title to the property.

These questions need to be fully explored through testimony at the trial of this matter.

Dated this 30 day of April, 2007



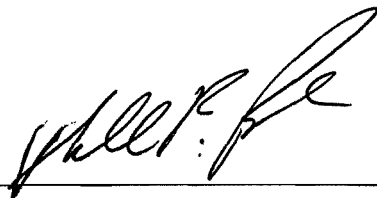
Michael F. Peacock
Attorney for Maureen Erickson
Personal Representative,
Estate of Natalie Parks McKee

CERTIFICATE

I certify that a copy of the foregoing document was provided to the following party in the following manner on this 30TH day of April, 2007:

Michael K. Branstetter
Attorney at Law
PO Box 709
Wallace, ID 83873

- Facsimile
- US Mail
- Hand Delivered



2.Motion to Reconsider

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

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PEGGY WHITE
CLERK DIST. COURT

Bonnie Johnson
BY DEPUTY

THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE)	
	)	CASE NO. CV-06-40
OF NATALIE PARKS MCKEE,)	
	)	PARTIAL TRANSCRIPT OF
Deceased.	)	COURT'S DECISION FROM
	)	THE 3/26/2007 HEARING

(April 11, 2007)

BEFORE: THE HONORABLE PATRICK McFADDEN, Magistrate Judge

APPEARANCES:	Michael Peacock	Attorney for
	Kellogg, Idaho	Maureen Erickson

	Michael Branstetter	Attorney for
	Wallace, Idaho	Jerome McKee

TRANSCRIBED BY: Bonnie Johnson, Official Transcriber

1 IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
2 STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE
3

4 IN THE MATTER OF THE ESTATE OF) Case No.: CV-2006-40
5 NATALIE PARKS MCKEE,)
6 Deceased.) PARTIAL TRANSCRIPT RE:
7) COURT'S DECISION FROM THE
8) 3/26/2007 HEARING
9)
10)
11)
12)
13)
14)
15)
16)
17)
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9 BE IT REMEMBERED, That this matter came on regularly to
10 be heard on the 11th day of April, 2007, in the Magistrate's
11 Courtroom in the District Court of the First Judicial District,
12 in and for the County of Shoshone, State of Idaho, before the
13 Honorable Patrick McFadden, Magistrate.

14 WHEREUPON, the following proceedings were had and done
15 to-wit:

16 * * * * *

17 THE COURT: In summary, the Court's rulings today are
18 limited to upholding the validity of the community property
19 agreement. Other potential remedies may be pursued by Ms.
20 Erickson against Bill McKee for fraud based upon his actions
21 as set forth in his affidavit or possibly against Jerome McKee
22 if he was complaisant in any fraud that may have been
23 perpetrated against Ms. Erickson. Any potential cause of
24 action does not affect the title to the land the subject of
25 the motion for partial distribution.

1 STATE OF IDAHO)
2 County of Shoshone) ss.

3 I, Bonnie Johnsen, the duly appointed official transcriber
4 of the Magistrate's Division of the District Court of the First
5 Judicial District, in and for the County of Shoshone, DO HEREBY
6 CERTIFY:

7 That the within foregoing partial transcript of the Court's
8 Decision from the 3/26/2007 Hearing, contained in page numbered
9 1, heard on April 11, 2007, the aforesaid pages inclusive, is a
10 true, accurate and correct transcript, to the best of my
11 ability, of the CD recording of said proceedings and of all
12 thereof.

13 IN WITNESS WHEREOF, I have hereunto set my hand this 10th
14 day of April, 2008.

15
16 
17 Official Transcriber

18
19
20
21
22
23
24
25

STATE OF IDAHO
COUNTY OF SHOSHONE, SS
FILED

RECEIVED
JUL 29 2009
SHOSHONE COUNTY
DISTRICT COURT

2009 JUL 29 PM 4:51

PEGGY WHITE
CLERK DIST. COURT

BY *Paul Elliott*
DEPUTY

- attachments in 3 ring binder note book

1 LLOYD A. HERMAN
2 LLOYD HERMAN & ASSOCIATES, P.S.
3 213 N. University Road
4 Spokane Valley, WA 99206
5 (509) 922-6600 * fax (509) 922-4720
6 ISB No. 6884

7 **IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE**
8 **STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE**

9
10
11 IN THE MATTER OF THE ESTATE
12 OF NATALIE PARKS McKEE
13 Deceased.

CASE NO. CV 2006-40

AMENDED MOTION FOR
RECONSIDERATION

14
15 **I. INTRODUCTION**

16 Comes Now Maureen Erickson, Personal Representative of the Estate of Natalie
17 Parks McKee pursuant to IRCP 11(a)(2)(b), and moves the Court to set a date for Hearing
18 on her Motion for Reconsideration filed on the 30th day of April 2007. The motion was
19 made as a result of an Order dated the 19th day of April 2007, denying the Personal
20 Representative's motion to make partial distribution of property and deciding that the
21 Community Property Agreement between Natalie Parks McKee and Bill McKee was
22 valid as concerns what is known as the "River" property.

23 **II. FACTUAL BACKGROUND**

24 **A. CIRCUMSTANCES BEHIND MOTION FOR RECONSIDERATION**

This Motion is based on the following:

25 1. The motion to dismiss was decided on facts outside the official record in this
26 matter, and not the record established by the affidavits submitted.

27 2. The court decided a question not before it on motion; there was a motion to
28 dismiss the estate and a motion for partial distribution before the court. There was no

1 motion for summary judgment before the court. The court's decision resulted in a
2 summary judgment.

3 3. In a summary judgment motion there must be no material question of fact.

4 4. The affidavits and other information in the file establish that there are material
5 questions of fact.

6 A. There is a material question of fact regarding the intent of Bill McKee
7 and Natalie Parks McKee to rescind the community property agreement and whether or
8 not they were successful in their efforts.

9 B. There is a material question of fact regarding the intent of Bill McKee
10 to transfer only his title to the "River" property and not the interest left to Maureen
11 Erickson by virtue of the will of Natalie Parks McKee due to his belief that he did not
12 own that interest or whether his intent was to transfer the entire title to the property.

13 C. Since the hearing, new evidence regarding the mutual intent of the
14 parties to rescind the community property agreement has been discovered by way of
15 testimony and admissions in depositions taken in the guardianship proceeding in this
16 court under CV 07-120 on May 15, 2007. Said evidence is in the form of Admissions by
17 Bill McKee confirming the intent of Bill McKee and Natalie Parks McKee to rescind the
18 community property agreement by entering into mutual wills leaving their property to
19 Maureen Erickson, supporting his affidavit of the mutual intentions to cancel the
20 community property agreement. Their intent to do so was later announced at the family
21 meeting referred to in Bill McKee's affidavit submitted in this matter.

22 D. There is new evidence overlooked and as a result not submitted at the
23 time of the hearing of letters sent to Mr. Peacock and Mr. Jerome McKee wherein Bill
24 McKee acknowledges that he and his wife entered into mutual wills rescinding the
25 community property agreement.

26 E. There is new evidence and proof of breach of contract, and an
27 admission by Bill McKee about a contract referred to in his affidavit of January 26, 2007,
28 regarding his agreement with his wife and Maureen Erickson to leave the entire estate to
Maureen Erickson if she cares for her mother during her sickness, and move to Spokane
to care for him.

1 F. New evidence and proof of fraud, and an admission of fraud by Bill
2 McKee about concealing the existence of his wife's will leaving all of her property to
3 Maureen Erickson, and failing to initiate probate depriving Maureen Erickson of her
4 rights under the will, suspected by Judge McFadden during this proceeding, has come to
5 light by way of a judgment entered in Spokane County, Cause No. 07-2-02928-6, filed on
6 January 28, 2008. Said judgment of fraud has also been filed in Kootenai County, CV
7 08-1329, dated February 20, 2008, Bonner County, CV 2008-00291 dated February 21,
8 2008, and in Shoshone County, Instrument # 443803, dated February 21, 2008. Said
9 judgment is tantamount to a transfer in fraud of creditors, IC 55-901.

10 G. New evidence that Jerome McKee admits in his deposition taken in the
11 guardianship matter, CV 07-120, that he received a copy of the will in 2000 or late 2002,
12 and a second admission that he saw it in his father's safety deposit box two years later in
13 2004, prior to Maureen Erickson becoming aware of the actual will on August 17, 2004.

14 H. New evidence by way of affidavit from Dirk Erickson, who
15 accompanied his mother and grandfather to the safety deposit box on August 17, 2004,
16 that he saw in the same envelope two handwritten wills by Natalie Parks McKee and by
17 Bill McKee. Both wills left all the property to his mother, supporting Bill McKee's
18 affidavit to the same effect.

19 I. New evidence by way of affidavit from Garth and Dirk Erickson that
20 there was in fact the family meeting referred to in Bill McKee's affidavit at which it was
21 announced that both Natalie and Bill intended to leave their entire estate to Maureen
22 Erickson, supporting Bill McKee's affidavit to the same effect.

23 J. New evidence by way of affidavit of Maureen Erickson supporting Bill
24 McKee's affidavit already considered by the court:

25 (1) Confirming the family meeting announcing the mutual
26 intention of Bill McKee and Natalie Parks McKee to leave their entire estate to Maureen
27 Erickson.

28 (2) Confirming the oral contract to leave the entire estate to
Maureen Erickson if she took care of her mother, took care of her father, and took care of
the properties.

1 (3) Confirming the fact that Jerome McKee had a copy of Natalie
2 Parks McKee will two years before Maureen Erickson found it, and concealed it from
3 her.

4 (4) Confirming the fact that Jerome McKee admitted that one half
5 of the "River" property belonged to Bill McKee and Maureen Erickson when he allowed
6 them to cut the timber on their half.

7 (5) Confirming the fact that Jerome McKee had promised to deed
8 the "River" property back to Bill McKee on several occasions.

9 K. Affidavit of Rhonda Fay

10 L. Affidavit of Van Smith

11 **B. CASE NARRATIVE**

12 This Statement of Facts is taken from documentary evidence, including a letter to
13 Mr. Peacock dated January 14, 2005 (Exhibit 1) and a letter to Jerome McKee dated
14 November 1, 2005 (Exhibit 2), stating that Bill McKee entered into mutual wills with his
15 wife leaving all of his property to Maureen Erickson which in affect amounted to a
16 rescission of the community property agreement; the affidavit of Bill McKee signed
17 January 20, 2006 (Exhibit 3), and affidavit of Bill McKee signed January 26, 2007
18 (Exhibit 6). It is also taken from the record of the Guardianship hearing of Bill McKee in
19 his video deposition on May 15, 2007 taken at the request of his attorney, John J. Rose,
20 Jr. Also, new affidavits from Maureen Erickson, Garth Erickson, Dirk Erickson, John J.
21 Rose, Jr., Van Smith, Rhonda Fay, and the deposition of Jerome McKee dated May 29,
22 2007 taken at the request of the ward, Bill McKee.

23 On or about July 11, 1988 Bill McKee and his wife, Natalie Parks McKee,
24 executed a community property agreement (Exhibit 7 – Community Property
25 Agreement).

26 In July 1994, Bill McKee and Natalie Parks McKee told their daughter Maureen
27 Erickson that they had agreed not to leave their property to one another, but had changed
28 their minds and were going to leave all their property to Maureen (Exhibit 8 – Affidavit
of Maureen Erickson; Exhibit 9 – Holographic will of Natalie Parks McKee; Exhibit 11 –
Bill McKee's video deposition, page 23, line 24-25; Dirk Erickson's affidavit of the

1 existence of Bill McKee's holographic will, Exhibit 15; Exhibit 19 – affidavit of Garth
2 Erickson). In November 1994, after Maureen had spent the summer months and
3 extended periods during the fall and part of the winter taking care of her mother and
4 keeping her at home in Osburn, a family meeting was held where the entire McKee
5 family including Natalie Parks McKee, Bill McKee, Jerome McKee, Craig McKee,
6 Maureen Erickson, Garth Erickson, Dirk Erickson and Dane Erickson, were present. At
7 the meeting, Natalie Parks McKee and Bill McKee announced that they decided to leave
8 all their property to their daughter Maureen Erickson as she had traveled to the area to
9 take care of Natalie during the late stages of her life. The reasons given in addition to her
10 care for her mother and future care of her father was because of Maureen's responsibility
11 to her children and lack of job skills/resources, and as responsible parents and
12 grandparents they felt that Maureen had needs their sons did not have. (See Exhibit 6,
13 Affidavit of Bill McKee, paragraph 6 and 7, and Exhibit 10 – Affidavit of John J. Rose,
14 Jr., page 3, lines 20-26, Exhibit 1 –Bill McKee letter to Mr. Peacock, Exhibit 2, Bill
15 McKee letter to Jerome McKee). Thereafter, Bill McKee requested Maureen Erickson
16 move to Spokane so he could be near his grandsons and her. (Exhibit 11 – Bill McKee's
17 video deposition, page 28, lines 7-11).

18 At the family meeting in 1994, everyone, including Jerome and Craig, agreed to
19 this disposition and that the decision was made because of Maureen's responsibilities to
20 her children and her lack of job skills and/or resources. (See Exhibit 6 – Affidavit of Bill
21 McKee, page 1, paragraph 5.)

22 In 1994, prior to a family meeting, Bill and Natalie Parks McKee wrote out
23 holographic wills. (Exhibit 11 – Bill McKee's video deposition, page 23, lines 24-25,
24 Exhibit 1 –Bill McKee letter to Mr. Peacock, Exhibit 2, Bill McKee letter to Jerome
25 McKee.) Both wills left everything to Maureen Erickson. (Exhibit 11 – Bill McKee's
26 video deposition, page 24-26, Exhibit 11 –Bill McKee letter to Mr. Peacock, Exhibit 2,
27 Bill McKee letter to Jerome McKee.) Bill McKee acknowledged that he knew that his
28 wife's will would affect his ownership of property and would revoke and make void the
community property agreement because Maureen Erickson would own an undivided ½
interest in the property of Bill McKee and Natalie Parks McKee upon the death of Natalie

1 Parks McKee. This was acceptable to Bill McKee. (See Exhibit 6 – Affidavit of Bill
2 McKee, page 2, paragraphs 7, 8, 9, and 10.)

3 The result of the meeting and the promises made to Maureen Erickson by her
4 mother and father resulted in a contract to make a will provided by adequate
5 consideration on the part of both parties in the form of care being provided by Maureen
6 and her parents agreement to distribute their entire estate to her. (Exhibit 5 – Peacock’s
7 memorandum to Branstetter dated 7/13/06, Exhibit 8 – Affidavit of Maureen Erickson;
8 Exhibit 9 – Holographic will of Natalie Parks McKee; Exhibit 11 – Bill McKee’s video
9 deposition, page 23, line 24-25; Dirk Erickson’s affidavit of the existence of Bill
10 McKee’s holographic will, Exhibit 15; Exhibit 19 – affidavit of Garth Erickson.)

11 Natalie Parks McKee died on December 19, 1994 (Exhibit 12 – Death
12 Certificate). Bill McKee took no action on his wife’s holographic will and kept its
13 existence a secret. He did not tell his daughter about the will, but kept it in his safety
14 deposit box. In addition, Bill McKee admits he did that so that he would have power
15 over the property of his wife, so he could prevent Maureen Erickson from having any say
16 over what happened to the property. (See Exhibit 6 – Affidavit of Bill McKee,
17 paragraphs 15, 16 and 17.) The existence of the mutual wills admitted to by Bill McKee
18 in his deposition were unknown to Maureen Erickson. However, Jerome McKee
19 admitted in his deposition taken on May 29, 2007 that he saw the will of Natalie Parks
20 McKee in 2000 or late 2002, alleging that a copy was mailed to him by his sister, and that
21 he had no knowledge of the will prior to that time. He further acknowledged that he saw
22 it in his father’s safety deposit box two years later, and he admits he first saw it in late
23 2002. (Exhibit 13 – Deposition of Jerome McKee, page 70.) A copy of the safety deposit
24 box entry sheet shows Jerome McKee, his wife Mina McKee and Bill McKee entered the
25 safety deposit box on August 13, 2004. Bill McKee, Maureen Erickson, and Dirk
26 Erickson entered the safety deposit box on August 17, 2004, and discovered an envelope
27 marked “The Last Will and Testament of Natalie P. McKee”. Dirk Erickson removed a
28 handwritten will signed by Natalie Parks McKee and gave it to Maureen Erickson. At the
same time she observed the title to Bill McKee’s Isuzu Rodeo on the top of the safety
deposit box. She immediately left to make a copy of her mother’s will. While she was

1 gone, Bill McKee and Dirk Erickson removed a second document from the same
2 envelope written and signed by Bill McKee, which was returned to the envelope along
3 with a copy of Natalie's will and placed back into the safety deposit box. (Exhibit 14 –
4 Safety Deposit Box Entry Sheet; Exhibit 8 -Affidavit of Maureen Erickson.) (Exhibit 15
5 – Affidavit of Dirk Erickson, page 2, lines 1-9.) She became very emotionally upset
6 upon finding the will, and did not investigate further. However, she had a copy made
7 and kept the original will.

8 From the time of the announcement of her parents intention to leave her all their
9 property, Maureen Erickson was under the impression that that would not occur until her
10 father's death. She was told by both her father and by Jerome that that is when she would
11 receive her parent's estate. Maureen Erickson, prior to the discovery of her mother's
12 will, thought that the joint promise would be fulfilled upon the death of her father. She
13 did not realize, nor did anyone tell her, that there were mutual wills, which required a
14 legal process to pass title to the heir named in the will. She was also informed by her
15 father, and her brother Jerome McKee, that her parents half of the "River" property
16 would be hers upon her father's death. (See Exhibit 8 – Affidavit of Maureen Erickson.)

17 In 2002, Maureen Erickson needed additional funds to support two of her sons
18 that were in college. She asked Jerome McKee if he wanted to buy what she was led to
19 believe was her ¼ of the property, or if she could log it. Jerome McKee told her that the
20 market was down and it was a bad time to sell or log, and that she needed to come up
21 with money some other way. At that time neither Bill McKee nor Jerome McKee
22 disclosed that Bill McKee had Quit Claim Deeded Bill and Natalie McKee's half of the
23 "River" property to Jerome McKee. (See Exhibit 8 – Affidavit of Maureen Erickson.)

24 In the fall of 2002, not being aware that the "River" property had been Quit Claim
25 Deeded to Jerome McKee, she again asked Jerome McKee if he would be interested in
26 buying her portion of the "River" property, and if not she was going to selectively log her
27 portion of the property in order to raise funds for her sons education. At that point
28 Jerome McKee informed Maureen Erickson that it was his property and that Bill McKee
had Quit Claim Deeded it to him in 2000. On finding out that a Quit Claim Deed had
taken place without her knowledge, she confronted Bill McKee by phone in Osburn,

1 Idaho. Bill McKee admitted Quit Claiming the property to Jerome McKee because he
2 felt pressured by Jerome, and he was afraid to tell Maureen. Maureen protested the
3 transfer and told Bill that he needed to straighten out the matter and get her portion of the
4 property back, that Bill did not have the authority to give her property away. Bill McKee
5 told Maureen that he would go to his safety deposit box and see if there was anything left
6 in writing by Natalie Parks McKee regarding her wishes. Bill informed Maureen that he
7 found a letter, but denied that it was a will. Bill faxed the letter/will to Jerome in
8 Louisiana, then called and discussed the contents of the letter/will with Jerome McKee.
9 Jerome in turn called Maureen in Spokane and informed her that he would honor their
10 mother's wishes and Quit Claim the property back to Bill McKee so that Bill and
11 Maureen could in turn log their half of the property. (See Exhibit 8 – Affidavit of
12 Maureen Erickson.) Jerome McKee acknowledges in his deposition that he received a
13 copy of the will in 2002 claiming it came from Maureen, however it was provided to him
14 by Bill McKee. (See Exhibit 13 – Affidavit of Jerome McKee, page 70, and lines 20-25.)
15 Jerome did not want to log his half, and acknowledged to the logger, Van Smith, that half
16 the property belonged to his father, and he didn't want his half logged. (Exhibit 16 –
17 Affidavit of Van Smith.) Maureen assumed that Bill's half of the property had been
18 transferred back because Van Smith obtained a cutting permit from the Department of
19 Lands showing that Bill McKee was the owner of the property. Jerome required the
20 logger to establish the property line between the two halves before logging to make sure
21 no trees were cut on his property. (Exhibit 16 – Affidavit of Van Smith; Exhibit 18 –
22 Cutting permits/ documents obtained by Van Smith.) Thereafter in the summer of 2004,
23 Jerome McKee and Mina McKee, in the presence of Maureen Erickson and her long-time
24 friend, Rhonda Fay, represented that Maureen owned the property jointly with them, and
25 accompanied them to the property. Ms. Fay was in the area to buy property and
26 expressed interest in buying an acre of the "River" property from Maureen. Jerome
27 discouraged Maureen from selling any of the property, and discouraged Ms. Fay from
28 purchasing, telling her the area was unsafe for a single woman. (See Exhibit 8 –
Affidavit of Maureen Erickson; Exhibit 17 – Affidavit of Rhonda Fay.)

1 On January 14, 2005, Bill McKee requested that his attorney, Mr. Peacock, begin
2 negotiations to seek the return of his "River" property. (Exhibit 1, - Bill McKee's letter to
3 Mr. Peacock.) Many negotiations were had in that regard between Mr. Peacock, counsel
4 for Bill McKee and Maureen Erickson, and Mr. Branstetter, attorney for Jerome McKee.
5 At the beginning of the negotiations, as a precaution to prevent a transfer of the property,
6 Attorney Peacock filed Natalie Parks McKee's will for probate on January 20, 2006.
7 (Exhibit 5 - Mr. Peacock's memorandum to Mr. Branstetter dated July 13, 2006.) The
8 negotiations continued up until July 12, 2006, when Demand for Notice of All
9 Proceedings of Probate was filed by Jerome McKee's attorney, Mr. Branstetter. (Exhibit
10 4 - Notice of Hearing filed on July 12, 2006.) Thereafter, Jerome McKee filed a Motion
11 to Dismiss Probate on January 5, 2007.

12 C. ISSUES

13 1. **Mutual Contract to Rescind Community Property Agreement:** Was there
14 an agreement between Bill McKee and Natalie Parks McKee to leave all their property to
15 their daughter, Maureen Erickson, entered into in 1994 rescinding their 1988 community
16 property agreement?

17 2. **Contract to Make a Will:** Was there an agreement between Maureen
18 Erickson and her parents in 1994 that in return for her care of her mother and future care
19 of her father, they would leave all of their estate to her?

20 3. **Mutual Rescission of Community Property Agreement:** Was there a
21 mutual decision to rescind the community property agreement by entering into
22 subsequent mutual wills rescinding the community property agreement?

23 4. **Ambiguity Requiring Hearing:** Was there an ambiguity created by the
24 existence of a subsequent will of the decedent supported by affidavit of surviving spouse
25 that the intention was to rescind the community property agreement?

26 5. **Custody of Wills and Delivery of Same:** Did Jerome McKee have a
27 statutory obligation to deliver the will to the appointed personal representative?

28 6. **Participation in Fraud Resulting in a Constructive Trust:** Did Jerome
McKee's participation with his father, and transferring assets to himself with knowledge
that his parents revoked the community property agreement leaving all their property to

1 Maureen Erickson, and the continuation of his participation with his father after the true
2 contents of his mother's will was revealed to him, by promising to return the property and
3 than failing to do so result in a constructive trust?

4 **III. DISCUSSION**

5 **A. WHY MOTION FOR RECONSIDERATION SHOULD BE GRANTED**

6 **1. Motion to Dismiss Must be Treated as Summary Judgment**

7 All motions to dismiss must be treated as a motion for summary judgment, and
8 the proceedings thereafter must comport with hearing and notice requirements of
9 summary judgment rule. *Hellickson v Jenkins, 118 Idaho 273, 1990*. It is unclear by the
10 record, but it appears that the court decided a motion to dismiss without following Rule
11 56 requirements; however, the court in its decision concludes that as a matter of law the I.
12 C. §15-6-201 were determinative and that no issue of fact was presented by the non-
13 moving party in regards to whether the community property agreement had been revoked.
14 The court ruled that the subsequent will of the decedent wife, and the actions and
15 affidavit agreeing to the rescission by the surviving husband, was insufficient as a matter
16 of law. In other words, no ambiguity had occurred affecting the intentions of the parties
17 by their subsequent acts indicating a rescission of the community property agreement. It
18 is clear by the courts decision that in the face of facts demonstrating that the parties
19 intended to and did rescind the community property agreement, that the court did not
20 interpret the facts most favorable to the non-moving party. The burden is upon the party
21 moving for summary judgment to establish that there is no genuine issue of material fact.
22 *Collord v Cooley, 92 Idaho 789, 451 P.2d 535 (1969)*. 'The courts are in entire
23 agreement that the moving party for summary judgment has the burden of showing the
24 absence of any genuine issue as to all the material facts, which, under applicable
25 principles of substantive law, entitle him to judgment as a matter of law.' 'The courts
26 hold the movant to a strict standard. To satisfy his burden the movant must make a
27 showing that is quite clear what the truth is, and that excludes any real doubt as to the
28 existence of any genuine issue of material fact.' Moreover, Idaho Supreme Court has
consistently held that upon a motion for summary judgment all doubts are to be resolved
against the moving party. *Collord v Cooley, 92 Idaho 789, 451 P.2d 535 (1969)*.

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2. Court Failed to Apply Summary Judgment Standard

The key facts are whether a family meeting occurred wherein the parties to the community property agreement announced their intention to leave all their property to their daughter. This fact was presented by an affidavit of Bill McKee that the court says it considered. In addition, Bill McKee's affidavit says after he and his wife executed a community property agreement, subsequently they decided to leave all of their property to the daughter, Maureen Erickson. Mr. McKee further states in his affidavit that everyone present at the meeting agreed that the estate should be passed to Maureen Erickson. Present at that meeting was the resisting party, Jerome McKee. Other critical facts in the affidavit clearly state that the decedent wrote out a will just prior to the family meeting, that in affect contradicted the community property agreement entered into in 1988, and that since Mr. McKee agreed to that disposition it rendered the community property agreement signed in 1988 void.

Under Rule 56, all evidence is presented by way of affidavit. The only affidavits submitted were by Mr. Bill McKee, which asserted that he and his wife mutually intended and did cancel the 1988 community property agreement. No contradictory affidavits were submitted denying the existence of a family meeting where the intentions of Bill McKee and Natalie Parks McKee were announced, nor were any affidavits submitted countering Mr. Bill McKee's statement that he agreed with the content of his wife's will and intended that the entire estate pass to his daughter, Maureen Erickson, and that the community property agreement had no force and affect. At the very minimum, counsel who made the motion to dismiss must submit an affidavit denying or contradicting the existence of an oral contract to devise all of the McKee properties to Maureen Erickson. No counter-affidavits were filed; a certain degree of verity must be imputed to the affidavits in opposition to the motion to dismiss. Woodward v Utter, 29 Idaho 310, 158 P.492, (1916). The probate court is not bound, nor should it uphold disputed title to property in the face of uncontroverted affidavits alleging oral contracts to make a will rescinding a prior community property agreement. The trial court must look at the affidavit and determine whether it alleges facts, which, if taken as true, would render the testimony admissible. Shane v Blair, 139 Idaho 126, 75 P.3d 180 (2003).

1 The court cannot ignore the wishes of two sole parties included in the contract. In
2 addition there was no testimony to refute Bill McKee's affidavit, nor testimony to deny
3 Natalie Parks McKee's will was proper, and no testimony to refute the family meeting
4 during which time Bill McKee and Natalie Parks McKee made their wishes known
5 resulting in a mutual agreement to rescind the community property agreement. The
6 affidavit of Bill McKee creates an uncontradicted genuine issue of fact, and summary
7 judgment was therefore inappropriate.

8 The court should have denied the motion to dismiss, treated it as a summary
9 judgment, and because of uncontroverted facts provided in the affidavit and the will,
10 allowed a full hearing on the evidence.

11 **3. Court Needs to Consider All the Evidence**

12 A full hearing on the evidence would have allowed the parties time to present and
13 prepare for a full hearing at which time additional evidence would have confirmed the
14 intent of Bill McKee and Natalie Parks McKee to leave all their estate to Maureen
15 Erickson, and as a result of mutual wills and an oral contract to make a will invalidating
16 any deeds affecting her share of the estate, Natalie Parks McKee's entire estate would be
17 passed to Maureen Erickson.

18 Evidence exists that Bill McKee and Natalie Parks McKee made mutual wills
19 rescinding the community property agreement. In Bill McKee's deposition taken in the
20 guardianship proceeding in this court under CV 07-120 on May 15, 2007, he
21 acknowledged that he and his wife wrote out a will at the same time leaving their
22 property to Maureen Erickson (page 23, lines 24-25; page 24, lines 1-7, lines 15-20; page
23 25, line 20; page 26, lines 1-2). The wills having been done, their intention was
24 announced at a family meeting referred to in Bill McKee's affidavit. The family meeting
25 is also referred to in Maureen Erickson's affidavit (page 1 lines 20-27), Dirk Erickson's
26 affidavit (page 1, lines 14-20), and Garth Erickson's affidavit (page 1, lines 14-21).

27 There is additional new evidence not submitted at the time of the hearing in the
28 form of letters by Bill McKee to Michael Peacock on January 14, 2005 (Exhibit 1), and to
Jerome McKee on November 1, 2005 (Exhibit 2), that reiterate Bill McKee made mutual
wills with Natalie Parks McKee leaving all their property to Maureen Erickson.

1 Evidence of that are Maureen Erickson's affidavit (Exhibit 8), Bill McKee's affidavit
2 (Exhibit 6), and Mr. Peacock's letter to Mr. Branstetter (Exhibit 5).

3 The fraud that Judge McFadden referred to in his oral decision about Bill
4 McKee's fraudulent concealment of the will and Bill McKee's and Natalie Parks
5 McKee's oral contract for a will with Maureen Erickson has been proved and a judgment
6 entered in Spokane County Cause No. 07-2-02928-8 (Exhibit 20), and filed in Shoshone
7 County, Instrument #443803 (Exhibit 21). Said judgment is tantamount to a transfer of
8 fraud of creditors, I.C. 55-901 and I.C. 55-914 (Exhibits 22 & 23), which voids any
9 transfers with or without consideration.

10 Jerome McKee admitted the known existence of Natalie Parks McKee's will, and
11 he never informed Maureen Erickson or delivered it to her. Said knowledge of the
12 existence of the will and possession of a copy prior to Maureen's discovery in Bill
13 McKee's safety deposit box was admitted to in Jerome McKee's deposition taken after
14 this motion to dismiss (Exhibit 13, page 70, lines 20-25). Jerome McKee had an
15 obligation by statute, I.C. 15-2-902 (Exhibit 24), to deliver the will with reasonable
16 promptness to a person able to secure its probate.

17 The existence of the mutual wills will be testified to by Dirk Erickson (Exhibit
18 15) when he saw the wills of both Natalie Parks McKee and Bill McKee in the same
19 envelope in the safety deposit box of Bill McKee on August 17, 2004. Both wills were
20 identical and handwritten and left all of their property to Maureen Erickson. The
21 existence of Bill McKee's mutual will, as testified to by Dirk Erickson, is further
22 evidence of a mutual rescission of the community property agreement. In *Miller v Prater*
23 adopted the Washington Supreme Court position the contract interpretation should be
24 applied to community property agreements. With that in mind, the Idaho court said that
25 the two instruments be read and construed as one in order to determine the intent of the
26 parties. If the composite contract is ambiguous, extrinsic evidence is appropriate in order
27 to determine the true intent of the parties.

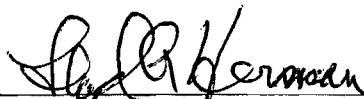
28 There is substantial new evidence that a contract to make a will was entered into
between Bill McKee and Natalie Parks McKee and Maureen Erickson to leave their
entire estate to Maureen for her efforts in caring for her mother during her illness, and

1 future care of her father. Her affidavit (Exhibit 8) also confirms Jerome McKee knew of
2 Natalie Parks McKee's will and concealed it from her. Her affidavit demonstrates
3 substantial evidence that Jerome McKee agreed to and did in fact give the "River"
4 property back to Bill McKee and Maureen Erickson when he allowed them to log their
5 one-half interest in the total property. Support for this return of property is found in the
6 affidavits of Van Smith and Rhonda Fay (Exhibits 16 and 17), where they confirm
7 statements of Jerome McKee that Bill McKee and Maureen Erickson owned the property
8 and Jerome McKee requested Van Smith divide the property in half prior to logging it for
9 Bill McKee and Maureen Erickson. Idaho law provides that trees are part of the real
10 property and that a giving of the trees is a passing of title to the real property. (Exhibit 25
11 - I.C. 55-101) (*Spence v. Price*, 48 Idaho 121, 279 P. 1092 (1929); *Howard v. Howard*,
12 112 Idaho 306, 732 P. 2d 275 (1987).)

13 Documentory evidence of Bill McKee's returned ownership of the "River"
14 property is provided by Van Smith's affidavit and the documents he submitted (Exhibit
15 18) to the Idaho Department of Lands indicating he was entering into a contract with Bill
16 McKee to log his property.

17 There is more than substantial evidence available through a hearing on the merits
18 to confirm the already undisputed affidavits and will that was before the court that
19 demonstrated an ambiguity between the two instruments so that the question should have
20 been dealt with in a full evidentiary hearing on the merits.

21 Dated this 29th day of July, 2009.

22 

23 LLOYD A. HERMAN
24 Attorney for Maureen Erickson
25 Personal Representative,
26 Estate of Natalie Parks McKee

NOTICE OF HEARING

1
2 PLEASE TAKE NOTICE that Lloyd A. Herman, attorney for Maureen Erickson,
3 Personal Representative, Estate of Natalie Parks McKee, will call this motion on for
4 hearing before Honorable Patrick McFadden in a courtroom in the District Courthouse
5 located in Wallace, Idaho on August 18, 2009 at the hour of 1:30 p.m. or as soon
6 thereafter as counsel may be heard.
7

8 Please take notice that Mr. Herman will present oral argument and evidence at
9 this hearing.

10 DATED this 29th day of July, 2009.

11
12 LLOYD HERMAN & ASSOCIATES, P.S.

13
14 

15 _____
16 LLOYD A. HERMAN, #6884
17 Attorney for Maureen Erickson
18 Personal Representative
19 Estate of Natalie Parks McKee
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January 14, 25
Mr. Peacock, Attorney at Law
Kelley, Idaho

Dear Mr. Peacock:

My wife and I gave our word to Maureen and her three boys in 1994 that we had changed our wills and were going to leave all the real estate property to her family so that she could care for and educate the boys. Both Jerry and Craig gave their word that they would honor our wishes on that. This applies to only the downstream half of the entire lot.

When I sold the Canadian property for \$300,000 after Natalie's death, I did not give Maureen her half share left her by Natalie, nor did she ever ask for it.

Exhibit - A - 1

When I gave Jerry the river property which was promised to Museen, I owed him some money and had no other way and had no other way to repay it. When we died it was neither Jerry or I kept our word to Lalali and Museen.

Both of these deals harmed my daughter and her children terribly. It has now come back to hurt me.

Museen is putting three boys through college by herself and without the money promised to her Mother and me.

As it stands I am going to lose Priest Lake property which is a heart breaker. I also need more money to live on. If the river property that I gave Jerry was returned I could keep Priest Lake property

and give some money to help
Maureen's remaining grandchildren
to help them finish college.

I understand your concern
about my relationship with Jerry. Things
are already ^{bad} I talked to both boys
and told them I'd be at Maureen's
for Christmas. Neither has called here
since including my birthday December
28.

Please let me know what you
need for a retainer. Can you
start immediately to get the
river property back soon.

Bill E. McKee

November 1, 05

Dear Jerry

I love you very much, as you know.

I am so proud of you in so many ways. However I am troubled by your behavior towards Maxine and boy. I want to talk as your father and head of our family.

We were such a happy family while you kids were growing up. You were so protective of the younger sister and brother.

Things were way good for many years after you kids were grown up. We had many happy times sledding, skating and skiing and, at Priest Lake summers water skiing, swimming etc. Mother and I were so proud of you children and later to our grandchildren. We were so happy that we all had good times together.

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Things changed around the time that Maureen separated from Roger and Craig and Sylvia married. All four of you became very critical of Maureen and began to treat her poorly. Mother and I felt that neither of you boys cared about or supported her during that terrible time. Roger was drinking heavily and became abusive and nasty to Maureen and the boys. We had witnessed enough to know she was in danger and worried constantly. Two police officers called by Justice and a neighbor all filed reports that Roger was a physical danger to Maureen and the boys.

At the end of a weekend Roger returned the boys to Maureen & while drunk

19

Maurice called the police and
hair and blood tested. He testified
positive for cocaine and heroin.
The trauma sustained that
weekend caused Jack to have
a nervous breakdown. Dick had
been abused, including wounds and
on his back from blow-darts.

They had all been exposed to
pornography. Two psychologists
and a judge restricted Roger's visitations
at that time and charged him
with child abuse. This is all in
court records.

Mother and I witnessed and were
shocked by how about how you
and Craig treated Maurice during
this terrible period. She was scared
to death for the boys and Roger
continued to threaten her. He also
withheld support knowing she
couldn't afford an attorney.

At that time knowing all of this
I drove down there if I had guns
with me and facing the police
weren't providing adequate protection

for her. I planned to kill him but realized if it went wrong and I got caught that I would be of no good for her. I spent two days soaking her affairs & finally decided my chances of succeeding were slim and that they would all be in more danger if I fail so I took my weapons back home. I have never before told anyone about this.

Because Muston and Maurice didn't know about this don't mention this to Maurice.

Muston and I felt that we were concerned neither of you would help when we were gone, would be all alone. That is why we changed our will and informed ~~our will~~ you boys. You both agreed that all of our property would go to Maurice.

We both broke our promise to Maurice when I gave you that quit claim on the ~~my~~ property.

We did this without telling her I
feel guilty about this and you should
also. I was you telling that you
would give the property back to her.
Now you have hired an attorney
to back your Mother's wish. I
have lived here for forty years. It
is embarrassing to me and disrespectful
to both Mother and me. This is not
how I want my life to end. I
want back Mother and my share
of the property in 2000 when you
asked me to quit claim that
property to you, I was depressed.

In spite of all the difficulties Mother
has raised that boy to be fine
young man. I doubt that you
realize how hard this has been.
Society doesn't treat divorced women
very well. I expect more of you
and Craig. I appreciate so much
everything you have done for me.
I appreciate and love you all
so much. I would like peace
and love for all of us. Love,
Daddy

MICHAEL F. PEACOCK
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Telephone: (208) 783-1231
Facsimile: (208) 783-1232
Idaho State Bar No. 2291

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2006 JAN 23 A 11:23

PEGGY WHITE
CLERK DIST. COURT

BY *Paul Elliott*
DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF)

Case No. CV-2006- 40

NATALIE PARKS McKEE,)

AFFIDAVIT OF BILL McKEE

Deceased.)

STATE OF IDAHO)

:ss

County of Shoshone)

BILL McKEE, being first duly sworn on oath, deposes and says:

1. I was the husband of the decedent, NATALIE PARKS McKEE.
2. I am the father of the Applicant for Personal Representative, MAUREEN ERICKSON.
3. That I was aware of a holographic Will the decedent had executed leaving her share of our community property to our daughter, MAUREEN ERICKSON, as it was in my safety deposit box at Bank of America.
4. That NATALIE PARKS McKEE died on December 19, 1994.
5. That I did not provide the holographic Will of NATALIE PARKS McKEE to MAUREEN ERICKSON until August 17, 2004.

1. AFFIDAVIT OF BILL McKEE

C-3

118-I

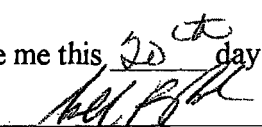
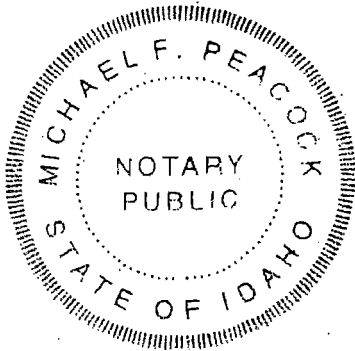
FURTHER, Affiant sayeth not.

DATED this 30th day of January, 2006.



BILL McKEE

SUBSCRIBED AND SWORN to before me this 30th day of January, 2006.



Notary Public, State of Idaho

Residing at Peabody

My commission expires: 10/1/08

2. AFFIDAVIT OF BILL McKEE

118-5

Michael K. Branstetter
 HULL & BRANSTETTER CHARTERED
 Attorneys at Law
 P.O. Box 709
 Wallace, ID 83873
 Telephone: (208) 752-1154
 Facsimile: (208) 752-0951
 ISB #2454

STATE OF IDAHO
 COUNTY OF SHOSHONE/SS
 FILED # 3888

2006 JUL 12 P 3:38

PEGGY WHITE
 CLERK DIST. COURT

BY *Paul Elliott*
 DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

In the Matter of the Estate	)	Case No. CV-06- 40
)	
)	
of	)	DEMAND FOR NOTICE
)	
NATALIE PARKS McKEE,)	
	)	Fee Category: L (7)
Deceased.	)	Fee: \$9.00 <i>PE</i>

COMES NOW, Jerome S. McKee and hereby files his Demand For Notice
 in the above entitled matter pursuant to Idaho Code, Section 15-3-204. In support
 of this Demand he provides the following:

1. Natalie Parks McKee passed away on December 19, 1994.
2. Jerome S. McKee is a natural born child of Natalie Parks McKee. he
 has two (2) siblings to wit: Maureen Erickson and Craig N. McKee.

D-4
 DEMAND FOR NOTICE - 1

118-K

3. An Application For Informal Probate of Will and Informal Appointment of Personal Representative was filed on January 23, 2006. Letters Testamentary were issued on January 24, 2006. No notice was provided to Jerome S. McKee or Craig N. McKee.
4. Paragraph 5 of the Application For Informal Probate of Will and Informal Appointment of Personal Representative misrepresents the names and identities of all the heirs of Natalie Parks McKee.
5. Jerome S. McKee is an interested party herein.
6. Jerome S. McKee hereby demands notice of all orders and filings as required by Section 15-3-204 and notice as provided in Section 15-1-401. Further, Jerome S. McKee demands that no further proceedings or acts be performed herein by the Personal Representative by reason of her failure to comply with the notice requirements of the Idaho Uniform Probate Code.
7. Further, by reason of the above and for other grounds to be asserted herein, Maureen Erickson should be removed as Personal Representative and the Application for Informal Probate of Will be dismissed.

8. Jerome S. McKee reserves the right to assert other claims, demands and seek other relief as appears appropriate in this matter.

DATED this 12th day of July, 2006.



Michael K. Branstetter
Hull & Branstetter Chartered
P.O. Box 709
Wallace, ID 83873
Phone: (208) 752-1154
Fax: (208) 752-0951
Attorneys for Jerome S. McKee

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing Demand For Notice to be served by the method indicated below and addressed to the following on this 12th day of July, 2006:

Michael F. Peacock
Attorney at Law
123 McKinley Avenue
Kellogg, ID 83837

Maureen Erickson
Personal Representative
4702 S. Pender Lane
Spokane, WA 99224

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

Jerome S. McKee
P.O. Box 702
Thibodaux, LA 70302

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

Craig N. McKee
2203 E. Flat Iron Drive
Sandy, UT 84093

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile

Bill McKee
106 E. Idaho Ave.
Osburn, ID 83849

U.S. Mail
 Hand Delivered
 Overnight Mail
 Facsimile




MICHAEL F. PEACOCK

Attorney at Law

123 McKinley Ave.
Kellogg, ID 83837
208-783-1231
Fax 208-783-1232

July 13, 2006

From: Michael F. Peacock
To: Mike Branstetter
RE: Estate of Natalie Parks McKee



I acknowledge receipt of your letter of July 12, 2006. The estate was filed and no action has been taken other than to file a lis pendens on the "river" property. The reason this has been done is that my client has some trust issues with yours and this was done as a protection from sale of the property without her knowledge and consent.

As you are no doubt aware, your client his brother and Mr. McKee all agreed that if Maureen would come to this area, and watch over her father and mother their estate would be left to her. Her mother executed a holographic will leaving her 1/2 of the community property to Maureen. Maureen believes this was because when she moved to this area and started to care for her parents, the above mentioned agreement was made, but the wills had not been modified as they should have been. This will was Natalie's way of trying to ensure that the agreement was kept, at least as far as Natalie was concerned. Maureen was unaware of this will until Bill told her about it and gave it to her as set forth in his affidavit.

Bill was under a great deal of stress at the time he deeded the property to Jerry and has repeatedly asked Jerry to return the property to him. Jerry refuses to do so. This is extremely unsettling to Bill and he cannot understand why his son won't honor his wishes since Jerry has no interest in the property and Bill only had the right to transfer 1/2 interest in the first place, given his knowledge of the will.

It has consistently been Maureen's position to try to resolve the ownership issue peaceably with Jerry and Bill. She is trying not to have hard feelings and only wants some part of what was promised to her. There are many issues that could be brought up, but I think Maureen is trying to preserve some sense of family for the elderly father. It seems that Jerry, whom I'm told is quite wealthy, doesn't care as much about this father as some gain he might get from the property on the river. There are many things that are reprehensible about Jerry's actions from emptying Bill's safety deposit box and taking his records with out his permission and only returning part of the records to wanting to be reimbursed for phone calls to his father and trips to see him. If we end up in court, that should be an interesting thing to justify to a judge.

E-5

118-0

Mike Branstetter

RE: Jerry McKee - Maureen Erickson

July 13, 2006

Page 2.

I think if we can move ahead and resolve this issue with the River property everybody can go on with their life. The best thing would be for Jerry to deed the property back to Bill and at least give him some consideration at this late stage of his life. Jerry shouldn't care what Bill does with the property. I talked to Bill for a long time and he is extremely upset with Jerry and if this continues he will want nothing further to do with him.

Let me know if you need anything further and lets try to either resolve this matter or if we must get to the litigation.

118-P


MICHAEL F. PEACOCK

Attorney at Law

123 McKinley Ave.
Kellogg, ID 83837
208-783-1231
Fax 208-783-1232

July 13, 2006

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To: Mike Branstetter
RE: Estate of Natalie Parks McKee



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Let me know if you need anything further and lets try to either resolve this matter or if we must get to the litigation.

118-R

MICHAEL F. PEACOCK
 Attorney at Law
 123 McKinley Avenue
 Kellogg, Idaho 83837
 Telephone: (208) 783-1231
 Facsimile: (208) 783-1232
 Idaho State Bar No. 2291

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF)	CASE NO. CV-2006- 40
NATALIE PARKS McKEE,)	
Deceased.)	AFFIDAVIT OF BILL McKEE
_____)	

AFFIDAVIT OF BILL McKEE

Bill McKee being first duly sworn deposes and says:

1. I am the husband of Natalie Parks McKee. I have three children, to wit: Maureen Erickson, Jerome S. McKee, and Craig McKee.
2. On July 12, 1988, my wife and I executed a community property agreement.
3. After that time, my wife and I decided to leave all our property to our daughter, Maureen Erickson, who was divorced and without resources to put her sons through college.
4. My entire family was present at a family meeting where they were informed of the decision of my wife and I to leave our entire estate to Maureen and to exclude Jerome and Craig from receiving an inheritance.
5. At this meeting everyone agreed that this was to happen and that the decision was made because of Maureen's responsibilities to her children and her lack of job skills and/or resources.
6. The decision to leave all our assets to Maureen was not made because we loved any child less than the others, but because as responsible parents and grandparents we felt that Maureen had needs our

1. Affidavit of Bill McKee

F-6

118-5

sons did not have, as they both appeared quite well off and both had good educations and job skills.

7. In 1994, prior to the family meeting described in paragraph 4, my wife Natalie Parks McKee wrote out a will.

8. I knew of this will and agreed with it because it reflected what my wife and I had agreed to and told our children.

9. I realized that this will would effect my ownership of property and revoke the community property agreement. I recognized that when Natalie died, Maureen would own a one-half interest in all our property and that I would not solely own the property.

10. I knew that this would render the community property agreement we signed on July 11, 1988 void.

11. My wife died on December 19, 1996.

12. My wife and I had been married 53.

13. After her death I was very depressed and went to the doctor and was given medications for anxiety and depression.

14. I don't recall a lot of the years following my wife's death and felt very dazed and confused, due to depression and possibly the medication. During this period of confusion and depression I deeded my Coeur d'Alene river property to my son Jerome.

15. I took no action on my wife's hand written will and kept its existence a secret.

16. I did not tell my daughter about the will, but kept it in my safety deposit box.

17. I did this so that I could have power over the property my wife and I had accumulated to do as I pleased without Maureen having a say in what happened.

18. During the time I was depressed and confused following my wife's death, my son Jerome pressured me to deed my interest in property we bought together on the Coeur d'Alene River to him.

19. I did not realize at the time that I had deeded the property that belonged to Maureen along with my interest. Both Jerome and I knew we were breaking a promise made to Natalie.

20. I do not feel that I was capable of consent or competent to deed the property Coeur d'Alene River property to my son, however, my son talked me into it. Since that time I have repeatedly asked Jerome to deed the property back to me, he has promised to do so three times, and later refuses.

21. I did not receive any payment of any kind for deeding my interest to Jerome.

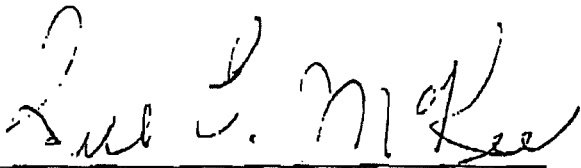
2. Affidavit of Bill McKee

118-T

22. After my wife's death, I also sold property known as the Moyie property owned by my wife and I without Maureen's consent.
23. I did not disclose what I did with the proceeds to Maureen.
24. I knew that a one-half interest in this property belonged to Maureen, but she was not consulted about the sale and was opposed to it.
25. I concealed part of these proceeds (approximately \$150,000.00) in my safety deposit box and my son Jerry took this money when he removed other things from my safety deposit box.
26. In 2005 Maureen and her son Dirk and I were looking in the safety deposit box and Dirk and Maureen found the holographic will of my wife, Natalie Parks McKee, and I delivered the will to Maureen Erickson.
27. The will delivered to Maureen was the will written by my wife Natalie Parks McKee on June 26, 1994. I am very familiar with my wife's handwriting and the will is in her handwriting.
28. I requested Maureen to return to the area in 1997 to assist in my care and she has cared for me since her return to the area in 1997.
29. I have stayed with her when I had surgery on my knee and on other occasions when I have not been well. When I have done this she has had my dog that I dearly love come with me too.
30. Maureen comes from her home in Spokane, Washington to see and help me as much as 3 or 4 days a week, and has done so for years.
31. Since she moved here, Maureen has had financial needs the other children have not had.
32. Maureen has had to have back surgeries and has been laid up for considerable periods of time.
33. I have helped her financially more than the other children, but I did so knowingly and willingly as she had needs that the other children did not.
34. Had either of my other children had special needs and needed financial help, I would have gladly provided it to them as they are all my children.

Further your affiant sayeth not.

DATED this 26 day of January, 2007.


Bill McKee

COMMUNITY PROPERTY AGREEMENT
BETWEEN HUSBAND AND WIFE

THIS AGREEMENT Made and entered into this 12th day of JULY, 1988.

by and between Bill E. McKee husband and
Natalie P. McKee wife, relative to community property and disposition thereof
upon the death of either of the parties hereto as provided by Section 15-6-201, Idaho Code.

WITNESSETH:

1. The parties were married August 31, 1981 and ever since have been and now are husband and wife.

2. We certify that the following described real and personal property was acquired by us from our joint efforts while married and while living together as husband and wife in a community property State, and that no part of said property owned by either of us prior to this marriage, or which either of us have acquired since by gift, devise or as an heir at law of any person and that the same is the community property of the parties hereto.

3. The legal description of said real property covered by this agreement is as follows:

Lots 1, 2 and 3 of Block 1st Galena Home Tract, Osburn, Idaho with Residence
Lot 1 of Block 17 Yards, Idaho

Govt. Lot 2, Section 17 T. 49 N. R. 2 E. - Half interest with Mr. & Mrs. J.E. McKee
State-lease on Priest Lake with cabin, bathhouse and other improvements
W/2 of NE1/4 of SW1/4 Sec. 26-T28 R42 Spokane County, Washington (Cont'd on second sheet)

4. The personal property affected by this agreement is described as follows:
Any and all personal property, including, but not limited to: home, garages and any other outbuildings located on above-mentioned real property, household furnishings, motor vehicles, checking accounts, savings accounts, savings certificates, stocks, bonds, and any other personal property that we may acquire in the future.

5. That upon the death of either of the parties hereto the property described herein shall vest in the survivor absolutely subject to the liabilities imposed by Section 15-6-201, Idaho Code.

IN WITNESS WHEREOF, The parties have hereunto set their hands the day and year first above written.

Bill E. McKee
Husband

Natalie P. McKee
Wife

STATE OF IDAHO,

County of _____ ss.

On this 12th day of JULY, 1988, before me the undersigned, a Notary

Public in and for said State, personally appeared Bill E. McKee

husband and NATALIE P. MCKEE wife, known to me to be the persons whose names are

subscribed to the within instrument and acknowledged to me that they executed the same.

Julie P. Peterson
Notary Public for Idaho
Residing at Kelley, Idaho

CG-7

#3 (Continued)

Lot 10764, C.I. K. D. situated on East side of Lower Moyle
Lake - East Kootenay, British Columbia. Folio Number
C27 702 05744.000-1-6, East Kootenay Land District with
residences. 30 acres

RECORDED
at the request of

Bill E. McKee

in
Bonds, Agreements, &
Power of Attorney

return to:

Bill E. McKee

Box 242

Wallace, ID 83873

and \$ 6.00

333566

FILED

*88 JUL 12 PM 12 06

MARCIA WINGFIELD
SINGHOBY CITY RECORDER

Janet Zamboni DEPUTY

1 **IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE**
2 **STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE**

3
4
5 IN THE MATTER OF THE ESTATE
6 OF NATALIE PARKS McKEE
7 Deceased.

CASE NO. CV 2006-40

AFFIDAVIT OF MAUREEN
ERICKSON

8
9 I, Maureen Erickson, being first duly sworn on oath, deposes and says:

10 1. That I am now and, at all times material hereto, a citizen of the United States,
11 resident of the State of Washington, over the age of 18 years, and am competent to be a
12 witness herein, and all the facts of my affidavit are made with personal knowledge.

13 2. During the summer of 1994 I was staying in Osburn, Idaho with my children so
14 that I could care for my mother who critically ill, and I did not want her to go to a hospice
15 environment. In June 1994, my parents informed me they were changing their estate
16 planning and that they were leaving all their property to me. They told me it was because
17 I came as promised and cared for my Mother throughout her illness, and that I was to
18 agree to care for my Father in his old age. I agreed to move to the area when necessary
19 and care for my Father in his old age, and help him care for his property that my sons and
20 I were going to inherit.

21 3. In November 1994, my parents called a family meeting. At the meeting were
22 Jerome, Mina, and Craig McKee, as well as myself and my two older sons, Garth and
23 Dirk Erickson. My parents announced that they had changed their plans and were
24 leaving their entire estate to me so that I could care for my family and provide them with
25 college educations. My brothers were informed that this was because of the care that I
26 had given my Mother and was agreeing to provide for my Father in his old age. My
27 brothers Jerome and Craig both agreed to honor my parents' wishes that my parents'
28 entire estate would be my sole inheritance. My parents explained to my brothers that this

1 was also because of Jerome and Craig's relative wealth, and that they loved all of their
2 children equally, but that I had financial needs that they did not.

3 4. In 2000, my Father, Bill McKee, announced to me that he was selling the Moyie
4 Lake property in Canada. I was very upset, and asked him not to do so. I told both my
5 Father and my brother Jerome that I did not want that property sold and reminded
6 them that it had been promised to me. Jerome told me it was none of my business if
7 Father sold it, and I wasn't entitled to anything until after Father died, and then only if he
8 had anything left. I argued with both of them but the property was sold for only a
9 fraction of what it was worth.

10 5. In the Fall of 2000, I called both my father and Jerome, and told them I needed to
11 sell my share of the river property on the North Fork of the Coeur d' Alene River. They
12 both refused and told me it was not a good time to sell. I told them that I was putting
13 three boys through college and that Mother had told us all that the river property was to
14 be sold for that purpose in 1994, and that Father had agreed, and that Jerome had
15 promised to honor that. Both Jerome and Father told me they would honor that, but we
16 couldn't sell right now because the market was down. Jerome told me he might be able
17 to buy it from me in the future and didn't want it sold to anyone else. I had no knowledge
18 of the fact that Father had quit claimed it to Jerome several months earlier and they both
19 purposefully concealed that from me.

20 6. In the Summer of 2001, Jerome and his family came to visit and my family went
21 to Priest Lake to spend time with them. When we arrived, Father pulled me aside and
22 told me Jerome was taking him to Lake Pend Oreille and wanted him to sell Priest Lake
23 to finance a home on Pend Oreille Lake for Jerome and his family. I immediately
24 confronted Jerome, and told him Priest Lake was not going to be sold, and that they had
25 all promised it to me. Jerome apologized and told me he was sorry, but that he knew I
26 could not afford to keep Priest Lake, and he was only trying to make sure my family
27 would have access to a lake property. Jerome, his family and Father went to Sandpoint
28 for the day, and when they returned, Jerome brought me a nice bottle of wine and
apologized again. He told me Priest Lake would be mine someday, but I wasn't entitled
to anything until Father died.

1 7. In the Fall of 2002, I called Father and told him we needed to sell the river
2 property to finance my son's education. I told him I could wait no longer. He seemed
3 worried and told me I needed to talk to Jerome as there might be a problem. I wrote
4 Jerome a letter and asked him if he wanted to buy Father's and my interest, that we were
5 going to sell or selectively log the property. Jerome called me in a rage and told me that I
6 didn't even know who owned the property, that Father had quit claimed it to him. I called
7 my Father in Osburn and told him I was terribly upset, and that he had better straighten
8 this out and get back the property I had been promised. He told me he was going to go to
9 the safety deposit box, and see if Mother had left anything in writing. Father called me a
10 few hours later and told me that he had faxed a letter to Jerome, left by my Mother and
11 that Jerome had agreed to give the property back. He told me Jerome was so enraged that
12 he had not been rational and that the conversation finally calmed down, and Jerome
13 agreed to honor his promise to my Mother and give the property back. I asked Father if
14 Mother had a will that he faxed Jerome and he told me no, it was a letter. Later that day
15 Jerome called me and told me he was going to honor his promise to Mother and give the
16 property back. He was terribly upset, but reasonable during the conversation. He said, "I
17 don't give a damn if you sell it or cut down all the damn trees." Jerome agreed and told
18 me he was going to put the property back in Father's name right away so we could sell it
19 or log it. I asked him what Father had faxed him, and if Mother had left a will. He told
20 me no, that it was a note left by our Mother. (He has since acknowledged in deposition
21 and also in interrogatories that he had seen the will as early as 2000, or 2002, but he
22 denied to me that a will existed on that day even so.)

23 8. Father and I subsequently advised Jerome that we were going to keep our share of
24 the property but selectively log the hillside. Jerome decided he did not want his half
25 logged and advised Father he wanted the property divided by the logging company so his
26 half would remain undisturbed. When we decided to log the property, Mr. Smith got the
27 necessary permits and divided the property in half. I saw and signed the contract, and
28 read the permit from the Department of Lands listing the property owner as Bill McKee.
I believed Jerome had completed the transfer of the property back as he had promised to
do so that we could log our half. Based on that information, I believed Jerome had
deeded it back as he had promised me orally he would.

1 9. The logger, Mr. Smith, informed me some of the trees on the property were
2 diseased and should be cut because the disease would continue to spread. We called
3 Jerome and he told the logger that he did not want any trees cut on his half. Dirk
4 Erickson was there that day and he told Dirk as well, that he wanted no trees cut on his
5 half of the property.

6 10. In 2004, Father had knee replacement surgery in Kellogg and suffered serious
7 complications. I had company from California, Rhonda Fay, and we went to lunch with
8 my brother Jerome and his wife Mina. We talked about the river property that we owned
9 and then went out to show the property to Rhonda who wanted to see it again. During
10 that lunch and time on the property, Jerome represented to everyone that he owned the
11 half not logged and that Father and I owned the other half.

12 11. A few weeks later when Father was out of rehabilitation and had returned to his
13 home, Jerome and Mina were visiting him again. Jerome had told me that they would
14 take Father to Louisiana with them for a few weeks so I could recuperate. I had just had
15 my second spinal fusion in Seattle. On August 16th, after several days in the hospital, my
16 sons drove me home to Spokane. That night we received a phone call from my father
17 telling us we needed to come up there in the morning, because Jerome had an attorney
18 coming over and he was worried. I was confused due to the pain medication I was on, so
19 had him speak to Garth, who promised his grandfather we would come to Osburn the
20 following morning. Even though I was supposed to be in bed and was on strong pain
21 medication, my two older sons and I felt it necessary to go to Osburn the following
22 morning.

23 12. When we arrived at my Father's house on August 17, 2004, Jerome was shocked
24 to see us and seemed upset by our arrival. I told him that we were there at the request of
25 Father who had called and asked us to come regarding a new will that Jerome was having
26 prepared. Jerome told me it was totally unnecessary, that I should be home in bed and
27 that it was only a medical directive that the attorney was bringing over. I knew he
28 already had one in place, and felt distrustful of my brother. I decided I needed to stay for
the meeting with the attorney. I requested Father take me to the safety deposit box so that
I could see the letter that Mother had left regarding her wishes. My son Dirk

1 accompanied us since I was weak and using a walker. When we opened the safety
2 deposit box, it was very full. On top I saw the title to the Isuzu Rodeo, some insurance
3 papers and an envelope. Dirk opened the envelope and handed me a hand written will of
4 Mother's. I began to cry and was shocked because both my father and brother had denied
5 my mother had left a will. I left my son and my father with the safety deposit box, and
6 went to get a copy of the will. When I returned with the copy, I gave it to Dirk to place in
7 the safety deposit box and took the original. Dirk later stated that he placed the copy I
8 handed him of Mother's will in the same envelope as a will written by Father, and left
9 them in the safety deposit box with all the other contents, which included checks, cash,
10 and miscellaneous other papers. Dirk said that the will written by Father stated the exact
11 same thing as Mother's will.

12 13. We left for the house in Osburn, where I confronted both Father and Jerome about
13 lying to me about a will. My sons were so upset to see me upset so I assured them I
14 would be fine and sent them to play golf. The woman attorney arrived, and Jerome and
15 Mina tried to get Father to sign a new will, which they continued to represent as simply a
16 medical directive. It gave the river property to them after Father's death. Father refused
17 to sign it and told Jerry that we had all agreed the river property was going to my family
18 and once again we discussed the family meeting in 1994. Jerome also told us in 2002
19 that he had returned the river property. I confronted them again about the will I had
20 found that day. There was a very heated discussion taking place when Garth and Dirk
21 returned. They both confronted Jerome and Mina about the promises made at the family
22 meeting and Jerome backed down. Father continued to refuse to sign the will, and the
23 attorney left. Jerome then stated that he never returned the river property to Father and
24 me in 2002. Garth, Dirk and I returned to Spokane that evening.

25 14. I did not think I could care for both myself and Father after the operation and had
26 considered postponing my surgery. Jerome told me to go ahead and have my surgery in
27 Seattle, and that he would take Father to Louisiana for a few weeks so I could recover.
28 The morning following the discovery of my Mother's will and the confrontation with my
brother, my brother, his wife and my Father, unannounced, arrived unexpectedly at my
home in Spokane. My sons and I were surprised because it was our belief that Father was
flying to Louisiana that morning to recover from his knee replacement surgery, allowing

1 me to recuperate from my back surgery. Father was very angry with them and refused to
2 go to Louisiana to visit as planned. He stated that they had continued to pressure him
3 into signing the new will and that when he refused they became increasingly unpleasant.
4 Father told them that he would not go to their home for a visit and asked to come to my
home in Spokane instead.

5 15. In January of 2005, my friend and neighbor in Osburn, Michelle Kilbourne told
6 me she had observed a couple she believed to be Jerome and Mina McKee in and out of
7 my father's house for a couple of days around Christmas carrying boxes to their car. Bill
8 McKee, my father was staying in Spokane with my family over the Christmas holidays as
9 usual. She was unconcerned because she believed it was family and they had a key.
10 I was surprised to hear this and asked Father. He had no knowledge that they were in the
11 area or had been to his house. Father had talked to Jerome before the holidays and told
12 him that he felt bad for harming my family by Quit Claiming the river property to him,
13 and selling the Moyie property, and asked again that he return the river property as Father
14 was in a position of also losing the Priest Lake property that had been promised to me.
15 Jerome was angry with Father and never bothered to contact him at Christmas or for his
birthday on [REDACTED].

16 16. In 2005, when we were discussing the river property, Jerome told me that it was
17 too late for me to get it back now, that he had had it for five years and there was nothing I
18 could do about it.

19 17. In August 2005, I became very concerned about my Father. Because of his
20 advancing age and the fact that he lived alone, I contacted him by telephone several times
21 daily. After being unable to reach him at his home in Osburn, I decided that an
22 emergency must exist, and was going to drive from Spokane to Osburn to check up on
23 him. I tried his neighbor again, and was successful in reaching him, and he told me that
24 Father was fine and had taken a trip with Jerome. I was terribly upset because I had been
25 so concerned, and since I was the only child of Father's who was in regular contact with
26 him, and my brother's knew it, I felt it was terribly thoughtless of them to come and
27 remove him from Osburn without notifying me. Father called me and was frantic, telling
28 me that he was in Sandpoint against his will, and that they (Jerome and Mina) would not
let him use the telephone. I was shocked to learn that Father had been kept at the home

1 of Jerome and Mina's in Sandpoint, as I had never been advised that they had purchased
2 a home in the area. Father had only learned this as well when they removed him from his
3 home in Osburn and told him they were taking him for a drive. While I was on the phone
4 with Father, he informed me that he had observed several documents in their home that
5 had been removed from his safety deposit box without his knowledge or permission. He
6 stated he first noticed the contents from his safety deposit box in a box when he saw my
7 birth certificate, and he investigated further. Father further told me that they were moving
8 him to Louisiana against his will. I told him under no circumstances was he to get on an
9 airplane with them because I was fearful they would prevent me from bringing him back
10 home to live. I then heard Mina come in and loudly inform him he was not to be on the
11 phone and the phone was disconnected. I had no way to recontact him, as the number
12 was not available on caller ID. I was also shocked to learn that they were planning on
13 moving him to Louisiana without even discussing it with me. This was particularly
14 strange because Jerome knew I had moved to the area solely so that my sons and I could
15 care for my Father. It was also curious because neither of my brothers had ever
16 demonstrated any interest in caring for their Father in his advancing years.

17 18. Several days later I was increasingly frantic and had been unable to reach my
18 Father or brothers when I received a call from my Father. He informed me that he had
19 refused to go to Louisiana with them, that he had caused a scene at the Spokane airport,
20 but they were able to get him as far as Salt Lake City before he refused to go any further.
21 My brother Craig returned him to his home in Osburn. He was terribly upset from the
22 entire ordeal, and informed me he was missing his checkbooks, his debit card, and he had
23 no cash or groceries on hand. I immediately drove from Spokane and brought him back
24 from Osburn to my home in Spokane.

25 19. On November 1, 2005, Father asked that I take him to see Mr. Peacock, as he
26 wanted to show him a letter that he had written to Jerome. I did not participate in the
27 meeting. When they came out from the meeting, Mr. Peacock had his assistant notarize
28 the letter written to Jerome, and a letter that he had written to Mr. Peacock. We stopped
at the post office on the way back to Father's house so that I could mail the letter to
Jerome for him. When I returned to Spokane later that evening, Father called me and told
me he was missing the key to his safety deposit box. He called Jerome and asked for it to

1 be returned to him. He went to the bank and informed them he did not have his key, and
2 on November 9, 2005 he was charged to have the safety deposit box drilled. He was
3 terribly upset to find that it had been completely emptied without his permission. He
4 continued to plead with Jerome through phone calls for the return of his property and the
5 contents of his safety deposit box. The original of Father's will and the copy of my
6 Mother's will, which Dirk had read on August 17, 2004, were stolen out of the safety
7 deposit box along with all of the other contents. In answers to interrogatories in Father's
8 lawsuit against Jerome, Mina McKee admits to mailing the title to the Isuzu Rodeo back
9 to Father after they were called by Spike Angle from the Sheriff's Office. Mina and
10 Jerome had said in conversations that he ordered a new copy from the Department of
11 Motor Vehicles and it was forwarded to him in Louisiana by the Post Office. In their
12 interrogatories they claim that the reason they had possession of the title to his Isuzu
13 Rodeo was because it had been forwarded with his mail. Linda Hogamier, who works for
14 DMV in Wallace, checked the records and at that time only one copy of the title had ever
15 been issued and it was in 2000, and was mailed to Bill McKee's Post Office box. I also
16 spoke with Sherrie Michalski at the Osburn Post Office. Her records only go back as far
17 as August 5, 2005. On that date all mail was being delivered to my Father at his Osburn
18 Post Office box, and there was not a forwarding address. At no time since then in their
19 records is there a request from anyone to have Father's mail forwarded to Louisiana or in
20 care of Jerome McKee. I do not believe it is possible that the title to the Isuzu Rodeo I
21 saw in the safety deposit box on August 17, 2004 made its way to Louisiana through the
22 U.S. mail.

20. Following that, I was visiting Father with my youngest son Dane. He wanted to
21 go target practicing so he went to retrieve the guns. None of the guns were in their usual
22 places, so we believed Father had been robbed. We opened the hidden compartment
23 behind the fireplace, and discovered that Father's valuable coin collection, silver bars,
24 more guns etc. were missing. Father then told Dane where his most prized possession, an
25 antique Colt 45 in a velvet box, was hidden in the basement under a seat in an old toy car.
26 It was missing also. Father called the sheriff, Spike Angle, and he came to the house.
27 Father told Spike that it was his belief that Jerome had taken his Colt 45, because he was
28 the only person who knew where it was hidden and Jerome had been hinting that he

1 wanted it. Father stated that Jerome had placed it in hiding for him, and no one else knew
2 of its location. Spike said that he believed the robbery was an "inside job", because
3 whoever took Father's possessions knew of the secret compartment behind the fireplace,
4 and the location of the Colt 45. Spike also pointed out nothing else appeared out of
5 place, and the fact that Father had a lot of pain medication in the kitchen and bathroom,
6 and alcohol on the kitchen counter that would have been taken if kids were involved. On
7 that day Spike contacted Jerome by phone and informed me that Jerome denied taking
8 any of the contents of the safety deposit box, or any of the possessions from Father's
9 home. Two days later an overnight letter was delivered to my Father's home in Osburn
10 from Jerome McKee postmarked Thibodeaux, LA. Inside were the title to his Isuzu
11 Rodeo and his debit card. The title to the Isuzu Rodeo was in the safety deposit box on
12 August 17, 2004, which was the one and only time I visited Father's safety deposit box at
13 Bank of America in Osburn, ID.

14 21. In early 2007, I called Jerome and asked him if I could facilitate reconciliation
15 between Father and him. He said it was nice I had called, but he would have to think
16 about it. He never called me back as promised, but instead filed to become his guardian.
17 Both of my adult sons, Garth and Dirk Erickson, tried to reconcile with Jerome through
18 telephone conversations. Jerome told both Garth and Dirk that I was a terrible person and
19 that I had taken a "man" on vacation using their Grandfather's money and that he had
20 proof. Both Garth and Dirk were furious because they knew this was not true and told
21 him he had better stop slandering their mother. The proof, or the records that Jerome
22 produced, were airplane tickets, hotel and room expenditures. The charges were indeed
23 mine, although I had repaid my Father, and the "man" who had accompanied me was my
24 oldest son Garth. I had gone to Garth's NFL tryouts with him, where we spent the night
25 along with some other parents and players. This attempt to harm my good name hurt me
26 very deeply.

27 22. I have taken care of my father over the years and we have enjoyed having him at
28 my home in Spokane for all of my sons' athletic activities, all holidays, and his birthday
celebrations. Father has had spinal surgery, two knee surgeries, a stroke, aortic valve
replacement surgery, and hip replacement surgery since my return to the area. I have
cared for him through all these surgeries and assisted him with all of his rehabilitation

1 following his operations. He currently is unable to live on his own as he needs full time
2 assistance with meal preparation, marketing, housekeeping, laundry, personal care, and
3 transportation to all appointments. I meet with all of doctors and currently am the
4 guardian of his person. My brothers have benefited from all the care I have provided
5 Father. It was never necessary to hire someone to care for him following his numerous
6 surgeries, or while he was recuperating. My brothers never had to be concerned about
7 Father being alone on holidays or his birthday, knowing he would be with my family.
8 The trips that they made to the area under the guise of seeing Father were really to spend
9 time in the Sandpoint area participating in seasonal recreational activities, all while
10 staying at a home that my brother, Jerome, had purchased in 2004.

11 23. I am currently suffering financially because of the loss of the majority of the
12 estate promised me for the education of my three sons the care of my family and myself.
13 I was deprived of the inheritance of a waterfront resort property in Canada, which was
14 thirty-three acres and promised me for the care of my parents. It was sold in the year
15 2000 and I received none of the funds. The \$150,000 that was left me by my Mother
16 disappeared along with the other contents of the safety deposit sometime between August
17 17th, 2004 and August 30th, 2005. The valuable river property, 17.09 acres on the North
18 Fork of the Coeur d'Alene River, my brother claims to own even though he returned it to
19 me in 2002. I've had to refinance my home to save Father's Osburn home for him in
20 2005 because he was not making his house payments during the period in which Jerome
21 represented that he was managing his finances. Before the Priest Lake property was
22 transferred to me, I had to make two years worth of lease payments that were in arrearage
23 totally approximately \$14,000. The Osburn house had to be sold to save Priest Lake and
24 to pay for some of Father's legal bills since he did not want Jerome or Craig as his
25 guardian(s). I am 62 years old, and cannot recoup these losses. I would have had to have
26 worked all these years while caring for Father had I known that I was going to be
27 deprived of the money from the Canadian property. My Father and I have
28 insurmountable legal bills from having to defend all the lawsuits my brothers have
brought trying to gain control of Father and his property. My Father does not have
sufficient income for bills and living expenses, and I provide him 24-hour care. This
makes it impossible to work, and my savings have been depleted while legal bills

1 continue to mount, and Father's financial and personal needs increase. It harmed me
2 financially having been led to rely on my brother's promises to honor my parents'
3 wishes. Had I known I would not receive the property promised me, I would have made
4 the decision to work rather than keep my Father living with me versus placing him in a
5 nursing home. I was awarded my home in Mission Viejo, California in my divorce.
6 There was very little equity in my home when I sold it for approximately \$230,000 and
7 we moved up to the area to care for Father. My neighbor and friend, Donna Sessions,
8 informed me that my home in Mission Viejo sold a few years later for over \$750,000. I
9 would have made a great deal on my property there had I not moved to the area to care
10 for Father in accordance with our oral agreement. My three sons, Garth, Dirk, and Dane,
11 were promised again by Father in 1997 that enough of the property would be sold to pay
12 for their college educations if they moved up to the area to care for him, and that all the
13 property was going to be theirs some day. Father did pay for some of their auto insurance
14 over the years, but has not paid for any of their college educations, which has depleted
15 my savings. The three boys together have well over \$120,000 in student loans still
16 outstanding, and Dane has one more year at the University of Washington. I feel this is a
17 terribly unfair way for them to start their adult lives when they moved up the area as
18 promised and have provided so much care, love and affection to their Grandfather and the
19 property. I would like to be able to pay off their student loans, sell my home in Spokane
20 and live on the river property, which had been my plan for many years. My sons and I all
21 love the area where they have spent all their summer and every Christmas but one
22 throughout their childhood. I continue to care for my father whom I love very much.

23 Today, because he needs so much care, I have had to hire people to watch him if I have
24 plans and need to be away from the home. Often that expenditure is a hardship on me.

25 24. On January 20, 2006, an Application for Informal Probate of Will and Informal
26 Appointment of Personal Representative was filed in Shoshone County, Cause No. CV
27 2006-40.

28 25. The river property is currently being disputed as it was left to me by my Mother,
Natalie Parks McKee, in her will dated June 29, 1994, and both my parents' oral promise
made in June 1994, and agreed upon at the family meeting in November 1994. It was
later confirmed when my son, Dirk Erickson, read Father's will that he found in the same

1 envelope as Mother's will in the safety deposit box on August 17, 2004. Because both
2 my Father and my brother Jerome concealed Mother's will from me, the bulk of my
3 promised estate has been dissipated. Jerome agreed to give us back the river property in
4 2002 in honor of his promise to my parents in 1994.

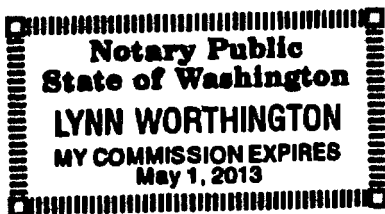
5 26. I had an agreement with my parents and my brothers that I would receive all the
6 property in my parent's estate because of the care I had given Mother and was going to
7 provide to Father. My parent's intent was to leave all their property to me in return for
8 their care as we agreed in June 1994. My Mother's testimony is in her will. My Father's
9 testimony was in his deposition and affidavit. That testimony is consistent with a letter
10 he wrote Mr. Peacock in January 2005, and a letter written to Jerome.

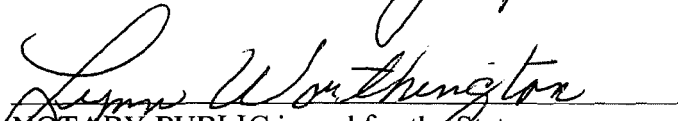
11 27. Jerome has for years prior to, and in the guardianship hearing, talked about his
12 substantial wealth and income. I do not believe my parents loved me any more, but that
13 their actions were reasonable in light of the fact I was a single mother, had cared for
14 Mother, promised to care for Father, and had three boys I promised to educate. I did keep
15 my promise by moving back to the area and have cared for Father for the last twelve
16 years. I never agreed to any changes in the oral contract made with my parents in June
17 1994, and with my brother's understanding and agreement to honor that contract in
18 November 1994 that I was to receive all the property. I believe I have earned the
19 property I was promised as I have performed on all aspects of the agreement.

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MAUREEN ERICKSON

GIVEN under my hand and official seal this 29 day of July 2009.




NOTARY PUBLIC in and for the State
of WA, residing in Spokane
MY COMMISSION EXPIRES: 05-01-13

COPY

6/26/94

I will all of my portion
of our property, real and
personal, and every part
of our estate to my daughter -
Maureen Kathleen Peter Erickson
also appoint her executrix
of our estate.

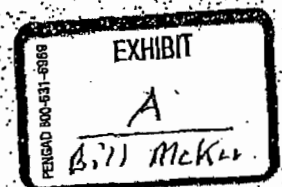
As this housing she
will help Jerome Storm
Mcke (her brother) and
his family should they
ever need it.

The household items
may be divided between
them with first choice
going to Maureen.

I am of sound mind
and have not been
influenced by anyone.

Natalie Parks McKee

June 26, 1994.



I-9

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CERTIFICATE OF TRUE COPY

I, Gail Elliott, Deputy Clerk for the District Court of Shoshone County, First Judicial District, State of Idaho, hereby certify that I am an official custodian of the records of said court, located in the Shoshone County Justice Building, and that the attached photocopies of documents and court records (totaling 1 copies) are true and correct copies of original documents on file with the above court, kept in the ordinary course of business, pertaining to Shoshone County District Court case number CV-06-40.

June 26, 1994 hand-written document by
Natalie McKee (1 page)

DATED this 2 day of April, 20 08.

PEGGY WHITE
Clerk of the District Court

BY: Gail Elliott
Deputy Clerk

1 LLOYD A. HERMAN
2 LLOYD HERMAN & ASSOCIATES, P.S.
3 213 N. University Road
4 Spokane Valley, WA 99206
5 (509) 922-6600 * fax (509) 922-4720
6 ISB No. 6884

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IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

MAUREEN ERICKSON, a single
person,

Plaintiff,

v.

BILL MCKEE, a protected person

Defendant.

CASE NO. CV 08-1329

AFFIDAVIT OF JOHN J. ROSE

I, JOHN J. ROSE, being first duly sworn on oath, deposes and says:

1. That I am now and, at all times material hereto, a citizen of the United States, resident of the State of Idaho, over the age of 18 years, and am competent to be a witness herein, and licensed to practice in Idaho.
2. That I have represented Bill E. McKee in legal matters that have occurred in Idaho since October 2006 when Mr. McKee contacted me concerning a lawsuit against his son for theft and fraud.
3. My client, Bill McKee, became aware in February or March 2007 that he was in need of open heart surgery and he met with me after April 11, 2007 to discuss his fear that his surgery would result in the loss of his entire estate due to high probability of long-term nursing home care if he survived his surgery. In an attempt to protect his estate and qualify for Medicaid, he had already deeded, through his attorney Michael Peacock, his property to his daughter, Maureen Erickson, in January 2007. The transfer of the property to his

1 daughter Maureen Erickson was without consideration but conformed with his
2 testamentary intent to give all of his property to her pursuant to a will that was drafted by
3 Mr. Peacock in 2005. Unfortunately, qualification for Medicaid required consideration.
4 He asked me what steps should be taken to qualify him for Medicaid so that his entire
5 estate would not be dissipated because he wanted to pass it on to Maureen who had cared
6 for him for many years. On May 29, 2007, during the deposition of Jerome McKee, I
7 inquired of Jerome if he had any problems with his father giving Maureen his assets.
8 Jerome said, "I don't have any problem with him doing that as long as it doesn't affect his
9 eligibility for Medicaid." (See Exhibit 1: Transcript of Deposition of Jerome McKee, dated
10 May 29, 2007, p. 25, lines 3-7.) On July 9, 2007, because of Mr. McKee's inquiry, I pulled
11 Washington Administrative Code 388-513-1364 in an effort to determine how to qualify
12 him for Medicaid in the state in which he resided. (See Exhibit 2, WAC with "July 9,
13 2007" date.) From that, it was pretty clear all transfers had to be for consideration.

14 4. At the hearing on April 11, 2007 to probate Natalie McKee's will, Judge McFadden
15 recommended to Maureen Erickson that she had a suit against Bill McKee for fraud for
16 concealing her mother's will. (See Exhibit 3, Transcript of April 11, 2007 probate
17 hearing.) I thought that suit might be adequate compensation required under WAC 388-
18 513-1364 and I recommended Maureen seek Washington counsel.

19 5. When Jerome McKee, Mr. McKee's son, found out about the deeding of the
20 property, he filed a guardianship proceeding to try and prevent the transfers.

21 6. The deeds were filed on the following dates:

- 22 a. Transfer of State lease, Priest Lake residence on January 11, 2007; and
- 23 b. Transfer of Osburn property on March 13, 2007;

24 These transfers were done prior to an injunction issued by the probate court in the
25 guardianship on April 11, 2007.

26 7. Jerome McKee, on learning that my client was going to undergo heart surgery in an
27 attempt to prolong his life, brought a motion in Shoshone County through his attorney,
28 Pamela Massey, requiring a second medical opinion and reconsideration for surgery, and
requested the court postpone surgery. The Motion was denied. (See Exhibit 4, Order
Denying Motion for Second Opinion.)

AFFIDAVIT OF JOHN J. ROSE - 2

Lloyd A. Herman & Associates

213 N. University
Spokane, Valley WA 99206
(509) 922-6600

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1 8. After Judge McFadden denied that a guardian was needed and refused to appoint
2 Jerome McKee as guardian, he issued an order appointing a conservator, Shelley Bruna, on
3 August 27, 2007. Three days later on August 30th, Ms. Bruna, the court appointed
4 conservator, hired Jerome McKee's attorney, Pamela Massey, to bring an action for
5 declaratory and injunctive relief to declare the transfers invalid for undue influence. It was
6 declared by counsel that the need for the injunction was because the August 31, 2007
7 preliminary injunction in the guardianship would expire. (See Exhibit 5: Affidavit of
8 Melanie E. Baillie in Support of Motion for Preliminary Injunction, dated August 30, 2007.)
9 On the same day, Ms. Bruna filed a lis pendens that blocked the refinancing to prevent the
10 foreclosure of the property which was removed by agreement after it became clear the
11 property would be lost without the refinancing. Thereafter, the motion for preliminary
12 injunction was heard on September 17th before Judge Gibler to prohibit the property from
13 being wasted or dissipated during the pendency of the litigation and to prevent its sale.

14 9. Judge Gibler of the District Court for Shoshone County denied the injunctive relief
15 stating that there was no evidence that the deed was improper, was executed under duress,
16 that Mr. McKee did not know he was doing, or that fraud was involved. (See Exhibit 6:
17 Transcript of Hearing, September 17, 2007.)

18 10. Thereafter I met with Ms. Bruna and my client at Mr. Romero's office, who
19 replaced Jerome McKee's attorney, once it had been pointed out that Ms. Massey had a
20 conflict of interest and should never have been hired by Conservator Bruna in the first
21 place. At that meeting, my client, who had been ruled without need of a guardian,
22 reiterated that Ms. Bruna stop all litigation against his daughter, Maureen Erickson.

23 11. On several occasions I met with my client in private (he has authorized me to waive
24 certain attorney/client privileges for purposes of this litigation) and he disclosed to me that
25 in a family meeting in 1994 with Bill, Natalie and all children (Jerome, Craig and
26 Maureen) and Maureen's children present, that both Bill and Natalie were leaving their
27 entire estate to Maureen and to exclude Jerome and Craig from receiving an inheritance.
28 (See Exhibit 7, Affidavit of Bill E. McKee dated January 26, 2007; and Exhibit 8,
Transcript of Deposition of Bill E. McKee, dated May 15, 2007, pgs. 23-27.) He also
disclosed to me that he felt that the announcement to the family and the entering into the

1 will revoked the community property agreement. (See Exhibit 7.) In addition, he disclosed
2 that he kept his wife's will a secret, did not tell his daughter, but kept it in a safety deposit
3 box. (See Exhibit 7.) He also informed me that he knew that the disclosure of his wife's
4 will would prevent him from having absolute power over the property that he and his wife
5 had accumulated. (See Exhibit 7.) He sold property in Canada without Maureen's consent
6 and did not disclose to her what he did with the proceeds. (See Exhibit 7.) In addition, he
7 knew at that time that one half of the interest belonged to Maureen, a fact that he continued
8 to conceal from her. (See Exhibit 7.) More importantly McKee revealed that he concealed
9 part of the proceeds, approximately \$150,000, in his safety deposit box, and that his son
10 Jerry took this money when he removed other things from the safety deposit box and
11 (equally harmful to his daughter) McKee disclosed to me that he also deeded, under duress,
12 to his son Jerome McKee, his North Fork Coeur d'Alene River property, of which he knew
13 50% belonged to Maureen. (See Exhibit 8, Transcript of Deposition of Bill E. McKee,
14 dated May 15, 2007, pgs. 9-10, 14-18, and 45-47.)

15 12. The following attached documents are true and correct copies:

- 16 a. Exhibit 1, Transcript of Deposition of Jerome McKee, dated May 29, 2007,
17 page 1 and page 25, lines 3-7.
- 18 b. Exhibit 2, WAC with "July 9, 2007" date.
- 19 c. Exhibit 3, Transcript of April 11, 2007 probate hearing.
- 20 d. Exhibit 4, Order Denying Motion for Second Opinion.
- 21 e. Exhibit 5, Affidavit of Melanie E. Baillie in Support of Motion for
22 Preliminary Injunction, dated August 30, 2007.
- 23 f. Exhibit 6, Transcript of Hearing of September 17, 2007.
- 24 g. Exhibit 7, Affidavit of Bill E. McKee dated January 26, 2007.
- 25 h. Exhibit 8, Transcript of Deposition of Bill E. McKee, dated May 15, 2007,
26 pages 1, 9-10, 14-18, 23-27, and 45-47.

27 I declare under penalty of perjury under the laws of the State of Washington that
28 the foregoing is true and correct.

AFFIDAVIT OF JOHN J. ROSE - 4

Lloyd A. Herman & Associates

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DATED this 3rd day of April, 2008.

John J. Rose
John J. Rose

GIVEN under my hand and official seal this _____ day of _____ 2008.

Lynn Worthington
NOTARY PUBLIC in and for the State
of WA, residing in Spokane
MY COMMISSION EXPIRES: 05-01-09



AFFIDAVIT OF JOHN J. ROSE - 5

Lloyd A. Herman & Associates
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COPY

THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT
OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE
GUARDIANSHIP AND
CONSERVATORSHIP OF

) Case No. CV 07-120
)
)
)

BILL E. MCKEE

COPY

VIDEOTAPED DEPOSITION OF BILL E. MCKEE

TAKEN ON BEHALF OF THE WARD

AT KELLOGG, IDAHO

MAY 15, 2007, AT 9:40 A.M.

REPORTED BY:
NEIL COOLEY, C.S.R.
Notary Public

K-11



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A P P E A R A N C E S

1
2
3 MR. JOHN R. ROSE, JR., Attorney at Law, 708 West
4 Cameron Avenue, Kellogg, Idaho 83837, appearing for
5 and on behalf of the Ward.
6
7 MS. PAMELA B. MASSEY, Attorney at Law, 500 North
8 Government Way, Suite 600, Coeur d'Alene, Idaho
9 83814, appearing for and on behalf of the
10 Petitioner.
11
12 ALSO ATTENDING:
13 Maureen Erickson
14 Robert Guier, Videographer
15
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1 THE DEPOSITION OF BILL E. McKEE, was
2 taken on behalf of the Ward on this, the 15th day of
3 May 2007, at 708 West Cameron Avenue, Kellogg,
4 Idaho, before M & M Court Reporting Service, Inc.,
5 by Neil Cooley, Court Reporter and Notary Public
6 within and for the State of Idaho, to be used in an
7 action pending in the District Court of the First
8 Judicial District of the State of Idaho, in and for
9 the County of Shoshone, said cause being Case No. CV
10 07-120 in said court.
11 THEREUPON, the following proceedings were
12 adduced, to wit:
13 BILL E. McKEE,
14 a witness having been first duly sworn to tell the
15 truth, the whole truth, and nothing but the truth,
16 relating to said cause, deposes and says:
17 EXAMINATION
18 QUESTIONS BY MR. ROSE:
19 Q. Good morning, Bill, I am going to be
20 asking you some questions here.
21 A. I expected you would.
22 Q. First of all, give us -- state your name,
23 please.
24 A. Bill E. McKee.
25 Q. And spell your last name.

I N D E X

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3 TESTIMONY OF BILL E. McKEE: PAGE
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1 A. M-c-K-e-e.
2 Q. How old are you, Bill?
3 A. Ninety, pushing on 91 pretty close.
4 Q. Where do you live?
5 A. I'm not sure. I have been living for the
6 past several years in my house in Osburn and life
7 has become more complicated and I have been at
8 Maureen's house in Spokane for the last few weeks,
9 and this is due to things that Jerry has done to our
10 structure.
11 Q. How are you feeling today?
12 A. All right.
13 Q. Did you have an accident here this last
14 Saturday?
15 A. Yeah, that's it.
16 Q. What happened?
17 A. My dog, who is a Russian -- I can't say
18 the word, Siberian, she is very, very strong and
19 quick. And she was whimpering and I went out to see
20 what it was. And she has got a big cage there that
21 she hates, but she doesn't mind being close to it
22 from the outside. And she had gotten tangled up
23 with this heavy wire that the cage is composed of
24 and it was through her collar. And I got that
25 cleared, but I got a piece of the wire from the

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1 fence through the bottom of my fingernail on my left
2 hand little finger, and it was painful, to say the
3 least, but I wasn't going to do anything about it.
I have been hurt a lot of times. I never had any
worse pain than I was having with that.

6 But the dog, before I got the wire out,
7 got excited and pulled me 10 feet across the room
8 with that wire, and I am reasonably tough, I think,
9 but I just really screamed.

10 And about then an ambulance showed up and
11 I didn't know anybody had called one.

12 Q. Did you require some hospitalization?
13 Did you have to go to the hospital?

14 A. Yes, I went to the hospital and they
15 appreciated what it was, and everything, and gave me
16 a lot of care.

17 Q. Have you been having some heart problems
18 lately?

19 A. Seems like I always at my age have a few,
20 particularly -- pretty much standard.

21 Q. Have you been seeing some heart doctors
22 lately?

23 A. Yes, I have been having some heart
24 problems and I am scheduled for some heart work in
25 the next week or so.

1 A. I can think of nothing worse.

2 Q. And why?

3 A. We used to get along but we don't at all
4 any more, he is such a changed individual that I
5 don't want anything to do with him.

6 Q. Has Jerry attempted to control you in the
7 past?

8 A. More and more as time has gone on. He
9 kidnapped me.

10 Q. Tell me about that.

11 A. Well, they stopped by my house in the
12 afternoon and they had a new car I hadn't seen
13 before, and said, "Come on, get your hat and coat
14 and we are going up to Pend Oreille Lake."

15 I said, "Well, I'm not sure I want to."

16 He says, "Oh, yeah, you want to, we have
17 got something up there we want to show you."

18 So I decided what the heck, so I went up
19 there and we arrived -- oh, and his two children
20 were in the car, a boy and a girl. And his wife was
21 just -- it was just a new house which I hadn't seen
22 or heard of, and my other son was there with his
23 wife and they had two guests that -- they live in
24 Salt Lake and they brought two guests up to enjoy
25 the doings.

1 Q. Now, do you have any children, Bill? Do
2 you have any children?

3 A. Yes, I have three.

4 Q. And what are their names?

5 A. Maureen McKee -- Erickson, excuse me, I
6 haven't gotten used to her being married yet, and
7 Jerry, Jerome is his proper name, and Craig, who
8 lives in Salt Lake.

9 Q. Now, where does Jerome live? Where does
10 Jerome live?

11 A. In Thibadaux, Louisiana.

12 Q. You call him Jerry? Is Jerome called
13 Jerry?

14 A. Yeah, pretty much commonly.

15 Q. So you have been married in the past?
16 You were married?

17 A. Yes, my wife passed away.

18 Q. And what was your wife's name?

19 A. Natalie, N-a-t-a-l-i-e.

20 Q. How long were you and Natalie married?

21 A. Fifty-three years.

Q. Now, are you aware that Jerry is trying
to get guardianship of you?

24 A. Yes, I am.

25 Q. How do you feel about that?

1 Q. So it was Jerry that came by your house
2 and wanted you to go up to Pend Oreille with them?

3 A. Insisted that I do, yeah.

4 Q. And what did you do when you got up
5 there?

6 A. Well, we went out boating all day long,
7 he had a big new boat along with his big new house,
8 and it was big, I don't know how many bedrooms it
9 had. He was very proud of it. And they had papers
10 scattered from here to there and half way back
11 again, and they asked me to help his wife with them.

12 I did, but we didn't get along really
13 well so I quit.

14 Q. What is Jerry's wife's name?

15 Bill, you can't rely on anybody for help.

16 A. Who?

17 Q. Jerry's wife.

18 A. Mina. M-i-n-a.

19 Q. When you were going through papers up
20 there did you see anything from your safety deposit
21 box?

22 A. Yes, I did.

23 Q. What did you see?

24 A. Well, I have trouble right at the moment
25 recalling exactly what, but they were business

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1 papers.
 2 Q. Of yours?
 3 A. Of mine, yes.
 4 Q. And they had -- where were they before
 5 you saw them up there at Jerry's? Where were they
 6 before you saw them up there at Pend Oreille?
 7 A. What is the first word?
 8 Q. Where had those papers been before you
 9 saw them up at Jerry's?
 10 A. Yeah.
 11 Q. Where were they before then?
 12 A. They were in my safety deposit box in
 13 Osburn.
 14 Q. Was that at a bank? Was that at a bank
 15 in Osburn?
 16 A. Yes, Bank of America in Osburn.
 17 Q. Do you know if Jerry had a -- had you
 18 given Jerry a key to your safety deposit box?
 19 A. I had not and I had no knowledge that he
 20 had one, but he had talked the manager out of it and
 21 she had given him a key and I wasn't notified, and
 22 he had been using that box for some time, I don't
 23 know how long.
 24 Q. Now, how long were you up there at Pend
 25 Oreille?

1 that's when I told her that I wasn't going any
 2 further and I was going back to Osburn.
 3 Q. Where were you at that time?
 4 A. What?
 5 Q. Where were you then?
 6 A. Oh, we were still in that building. She
 7 was just blazing mad.
 8 Q. Did you leave Spokane? Did you leave
 9 Spokane?
 10 A. The plane took off and I called Maureen,
 11 who lives real close to the airport, and she came up
 12 and got me and I have been there or at home or at my
 13 place.
 14 Q. I'm talking about when Jerry wanted to
 15 take you down to Louisiana, did you get on a plane
 16 with Mina?
 17 A. Yeah, we went from Spokane to Salt Lake
 18 together.
 19 Q. What happened in Salt Lake?
 20 A. I had told her before, when we were
 21 getting our bags is when I told her that I wasn't
 22 going.
 23 Q. What happened then?
 24 A. Oh, gad, she flew into a rage and called
 25 Jerry, and what have you, and he knew me well enough

1 A. I think probably seven or eight days.
 2 Then it came over the air that they were having
 3 hurricanes and all kinds of trouble in southern
 4 Louisiana and he decided he had to go back and see
 5 how things were doing.
 6 Q. Who is "he"?
 7 A. Jerry.
 8 Q. Oh, okay.
 9 A. And --
 10 Q. And did he leave? Did Jerry leave and go
 11 back?
 12 A. Yes, he left, and in a day or two Mina
 13 said, "Well, we have got to get going now."
 14 And I said, "Where are we going?"
 15 She said, "Well, over to Louisiana, we
 16 are going down there."
 17 And I knew right away that they were
 18 planning on kidnapping me and putting me in a
 19 nursing home in southern, and I do mean southern,
 20 Louisiana.
 21 Q. So what happened?
 22 A. We had the first stage of our flight
 23 leaving Spokane. She drove us to Spokane, and she
 24 and I both put our baggage in a building provided
 25 for that if you were changing. And I got mine, and

1 to know that that was final.
 2 And where was I?
 3 Q. So what happened when you told him he
 4 weren't going to go on from Salt Lake?
 5 A. Well, there was a lot of black looks at
 6 me, not only from Mina but from Craig, my other son,
 7 and his wife, they were all siding with Jerry and
 8 wanting to get me to a nursing home in southern
 9 Louisiana.
 10 Q. So what happened from Salt Lake?
 11 A. My son finally came to me and he said, "I
 12 am going to drag you home tomorrow."
 13 Q. Which son is that? Which son?
 14 A. This is the other one, I only have the
 15 two.
 16 Q. What is his name?
 17 A. Craig.
 18 Q. And did he do that, did he bring you
 19 home? Did Craig bring you home?
 20 A. Yeah, we had quite a lot trouble. He had
 21 a brand new car and it acted up and had to have a
 22 lot of doing to keep us going but we got there. And
 23 he spent the night at my house, not very happy about
 24 it, he was missing work and mad about his brand new
 25 car and -- but that was the end of that.

1 He left and called me a day or two later
 2 and told me he had made it back all right.
 3 Q. When you got back from Salt Lake were you
 4 able to find your safety deposit key?
 5 A. Well, when I got back --
 6 Q. From Salt Lake, were you able to find
 7 your safety deposit key?
 8 A. No, and --
 9 Q. Did you have to do anything to get into
 10 your safety -- how did you get into your safety
 11 deposit box?
 12 A. I had to get another one and pay the
 13 charge.
 14 Q. What do you mean?
 15 A. Huh?
 16 Q. What do you mean you had to pay the
 17 charge?
 18 A. Well, they wouldn't let me in without
 19 buying a new key.
 20 Q. Okay, so what did you have to do?
 21 A. Well, I just raised hob about it, but
 22 they still insisted I had to pay it.
 23 Q. Did you get into your safety deposit box
 24 then when you got back?
 25 A. Yes, and it was absolutely bare, there

1 And I found the owner and talked with
 2 him. He was a colored man who had planned to have a
 3 rental camping site there or land or cabins. And he
 4 encountered problems not uncommon in the valley,
 5 being the wrong color skin, and he decided it was
 6 hopeless and he left.
 7 And I continued to pay him planning on
 8 Jerry having it. He was off in the service, he was
 9 in southern Florida at that time.
 10 Q. Jerry was?
 11 A. Huh?
 12 Q. Jerry was?
 13 A. Yeah.
 14 Q. Whose name did you put on the property
 15 when you bought it?
 16 A. Mine.
 17 Q. Was Jerry's on there also?
 18 A. I don't believe I did put Jerry on, but I
 19 know we did later when he came back.
 20 Q. Now, do you still have that property?
 21 A. He has claimed more and more of it.
 22 Q. Who is he?
 23 A. Jerry, he just moved in there and by hook
 24 or by crook has declared himself owner of the whole
 25 piece of property, which is a fair size piece right

1 wasn't anything in it.
 2 Q. What had been in it before?
 3 A. Oh, papers, money, stock certificates,
 4 all the usual.
 5 Q. And they were gone when you got back?
 6 A. Yeah, they were gone, they were in
 7 Louisiana by that time.
 8 Q. What do you think about Louisiana?
 9 A. I don't like it.
 10 Q. Why not?
 11 A. Well, the temperature and the humidity,
 12 people, and the relatives. Is that enough?
 13 Q. You don't want to go to Louisiana?
 14 A. No way. I have been there several times
 15 but it doesn't appeal to me.
 16 Q. Did you have some problems with Jerry
 17 over your North Fork property?
 18 A. Yeah, he kept --
 19 Q. First of all, tell me what your North
 20 Fork property was.
 21 A. It was some property on the North Fork of
 22 the Coeur d'Alene River down stream from where you
 23 live, and I -- it was advertised for sale and I saw
 24 it and thought, boy, that's a beautiful piece of
 25 land, I am going to see if I can buy it.

1 on the river.
 2 Q. Have you asked him to give it back to
 3 you?
 4 A. I have asked him several times and he
 5 flatly refuses. And Maureen and her boys are also
 6 supposed to be owners of that.
 7 Q. And why is that?
 8 A. Well, because I bought it for them
 9 primarily.
 10 Q. How did Jerry get the North Fork
 11 property?
 12 A. Well, he took it and got papers changed
 13 and claimed it was his.
 14 Q. Did you get any money for it?
 15 A. No, and I paid for it all the time he was
 16 in the service all through the war.
 17 Q. Did Jerry make any promises to you to get
 18 the North Fork property?
 19 A. Yes, but he never lived up to it.
 20 Q. What promises did he make to you?
 21 A. That he would give us certain pieces of
 22 it.
 23 Q. Give who certain pieces of it?
 24 A. Well, I wanted it for Maureen and the
 25 boys, but I was doing the arguing.

1 Q. So did Jerry promise to give part of it
 2 back then?
 3 A. Yes, but he didn't.
 4 Q. Yes, but he didn't?
 5 A. Yeah. His lone offer was that we could
 6 cut timber off the road that went from the river up
 7 to the peak there, and we did that and marketed the
 8 timber, that's Maureen and I.
 9 Q. Do you want to take a break or do you
 10 want to keep going here?
 11 A. However.
 12 Q. It is just how you feel is the whole
 13 deal.
 14 A. I am all right for a while now.
 15 Q. Now, did you have some property in Moyle?
 16 A. Yes, I did.
 17 Q. And where is Moyle?
 18 A. It's in Canada, I can't name the town
 19 that is the county seat there, Maureen probably can.
 20 Q. What kind of property did you have up
 21 there?
 22 A. Beautiful lake property, a beautiful,
 23 beautiful spot there and a beautiful home, lovely
 24 beach, everything about it was perfect.
 25 Q. Do you still have that property?

1 had it, so I assume he did. And he really had an in
 2 with the bank manager, and when this started to go
 3 to pieces the bank manager resigned and left.
 4 Q. Now, have you been -- have you had some
 5 things taken from your home?
 6 A. Yes.
 7 Q. What type of things were taken from your
 8 home?
 9 A. Well, I was in Spokane at Maureen's home
 10 for Christmas, and I'm not certain what year it was,
 11 Maureen will be. I went to her place for Christmas
 12 and was there for two or three weeks. And when I
 13 got back, it was obvious that I had been robbed.
 14 And I was always a hider of money, and I started
 15 checking the spots, all of which Jerry was
 16 thoroughly acquainted with because I trusted him at
 17 at that point, but he had gotten it all and gotten
 18 out of there.
 19 Q. Jerry?
 20 A. Jerry, nobody else could have. There
 21 were things in there that he was the only person
 22 alive that knew where they were hid.
 23 Q. Like what?
 24 A. Well, this wasn't the most valuable thing
 25 but it was something that I really was taken with.

1 A. No, I do not.
 2 Q. And what happened to that property?
 3 A. I sold it.
 4 Q. Do you recall for about how much you sold
 5 it for?
 6 A. 300,000.
 7 Q. And what happened to the money, the sales
 8 money from that, the money you got from the sale of
 9 that Moyle property?
 10 A. Well, various things. I sold it for a
 11 lot more than I paid for it, and I started playing
 12 footsie and I split the money up, I put some in the
 13 safety deposit boxes there and put some in my pocket
 14 and spread it to a few places in the U-S when I got
 15 back.
 16 Q. Now, the money you said you put in the
 17 safety deposit box, was that the same safety deposit
 18 box that you were missing papers and stuff and money
 19 from?
 20 A. No, that was in the bank in Osburn.
 21 Q. Did you put any of the -- did you put
 22 some of the Moyle money in that Osburn bank?
 23 A. If so, very little.
 24 Q. Did Jerry get any of that money?
 25 A. I don't know. He got money wherever I

1 I won a most beautiful gun at a party at the Elks
 2 for duck hunters, and it was a drawing and I won the
 3 first prize, and it was a beautiful hand gun, a .45,
 4 and just a thing of perfection in a beautiful
 5 hardwood case, and I was so proud of that.
 6 Well, I was worried about it, and so I
 7 asked Jerry to help me hide it. Real smart. And
 8 that was the first thing I looked for when I found
 9 the house had been robbed, and that was a clue to me
 10 because nobody else knew where it was. And the same
 11 thing was true of other items.
 12 Q. What other items?
 13 A. Well, everything was gone of value. I
 14 had lots of guns, I had lots of coins, I had been a
 15 coin collector every since I was five years old. I
 16 really got hooked on it. I was living in Anaconda,
 17 Montana, and I was five-and-a-half years old and my
 18 dad worked in the printing business, it's a small
 19 town, just had local delivery.
 20 And so when I was five-and-a-half I went
 21 up and talked to him and said I wanted to be able to
 22 buy them and sell them on the streets. So at
 23 five-and-a-half I got up every morning and bought an
 24 armload of those papers and sold them on the
 25 streets, and I had lots, lots of small coins.

1 Q. And those were missing from your home?
 2 A. They were gone. I had almost none of my
 3 -- oh, and I kept dollars and quarters and fifty
 4 cent pieces in five-pound coffee cans and had them
 5 scattered all over the house and he got them all.
 6 Q. Did you report this to the police? Did
 7 you make a police report about this?
 8 A. Yes, and I reported it to the local head
 9 of the police and he took it upon himself to go down
 10 to Louisiana, and came back and said, "He is such a
 11 nice guy, I'm sure he didn't take them."
 12 Q. That's what the police officer said about
 13 Jerry?
 14 A. Yeah. And I said, "Well, you are making
 15 a hell of a mistake." And he didn't think so. But
 16 he told me later that he was more suspicious, but he
 17 never went back.
 18 Oh, and then there was a lot of
 19 involvement in the insurance company, it was
 20 insured.
 21 Q. Did you get some insurance settlement?
 22 A. Yeah, nowhere near adequate, but I got
 23 some, for which I was grateful.
 24 MR. ROSE: Let's take a break here for a
 25 minute so you can have a sip of coffee, Bill.

1 guess that's all.
 2 Q. And what did that -- what did that will
 3 provide for, what did that will say?
 4 A. Well, the kids, of course, were part of
 5 it and she wanted to be sure they were taken care of
 6 and she wanted to be sure that Maureen was taken
 7 care of, and I think that was her primary concern.
 8 Q. And what did she say in her will, if you
 9 remember? What did she say in her will, if you
 10 remember?
 11 MS. MASSEY: I'm going to object to this
 12 question, it is irrelevant what Natalie said in her
 13 will.
 14 BY MR. ROSE:
 15 Q. Go ahead, Bill, what did she say in your
 16 will, as best you remember?
 17 A. Oh, golly, well, just to make sure that
 18 the Maureen and her three boys was properly taken
 19 care of and that the changes to get property that
 20 was theirs back in their hands.
 21 Q. And what property is that?
 22 A. Well, first and primary was the property
 23 on the North Fork.
 24 Q. Was there some other property?
 25 A. I have to think. Oh, yeah, sure, the

1 THE WITNESS: Yeah, thank you.
 2 (Recess taken.)
 3 (Deposition Exhibit No. A marked for
 4 identification.)
 5 BY MR. ROSE:
 6 Q. Okay, Bill, are you ready for some more
 7 questions?
 8 A. Would you turn the volume down just a
 9 trifle, please?
 10 Q. He will turn the volume down so you are
 11 comfortable.
 12 A. Yeah, that's good, thanks.
 13 Q. Do you have some hearing problems?
 14 A. You bet.
 15 Q. And that's why you are wearing those
 16 headphones today?
 17 A. Yeah, yeah.
 18 Q. Do they seem to help you?
 19 A. Yeah, they are fine.
 20 Q. When Natalie, your wife passed away, did
 21 she have a will?
 22 A. Yes, she did.
 23 Q. And can you tell me about that?
 24 A. Well, she and I both wrote one at the
 25 same time, and it was near the end for her, and I

1 Priest Lake home, and I can't remember for certain,
 2 I think we still had the one in Canada at that time,
 3 I'm not positive of that.
 4 Q. Was Jerry aware of this?
 5 A. Yes.
 6 Q. How was he aware of it?
 7 A. Well, he was awful nosy, he kept track of
 8 things awfully well, too well.
 9 Q. Showing you what I have -- I had this
 10 marked as Exhibit A, is that Natalie's will?
 11 MS. MASSEY: I'm going to object to the
 12 entry of Exhibit A on relevance, Natalie's will is
 13 irrelevant to this proceeding.
 14 BY MR. ROSE:
 15 Q. Is that Natalie's will?
 16 A. It's her handwriting, I guess to get
 17 started. It's obviously a will. Do you want me to
 18 read it?
 19 Q. Is that Natalie's will?
 20 A. Yes, her handwriting and her will.
 21 Q. Now, what did you say in the will that
 22 you wrote out?
 23 A. Probably lies that I didn't adhere to.
 24 Q. What did you say?
 25 A. Well, I think I promised to get the

1 ownership of properties that rightfully belonged to
 2 Maureen and her family back in their hands.
 3 Q. Now, have you turned some property over
 4 to Maureen? Have you given some property to
 5 Maureen?
 6 A. I am trying to think. I don't think I
 7 officially have.
 8 Q. Well, you know whose name the Osburn
 9 house is in? Whose name is the Osburn house in?
 10 A. Well, it's in mine; at the present time
 11 it's in Maureen's.
 12 Q. What about your -- do you have some
 13 problem -- or not problem, do you have some property
 14 on Priest River?
 15 A. On Priest Lake.
 16 Q. Priest Lake, okay. And what property is
 17 that?
 18 A. It's on the state owned lot that we
 19 lease, we have had it for years and years and the
 20 kids -- It's the best spot in the world as far as
 21 they are concerned, mine, too.
 22 Q. Whose name is that in? Whose name is
 23 that property in now?
 24 A. Theirs.
 25 Q. Who is "theirs"?

1 A. Maureen.
 2 Q. You don't want to consider Jerry?
 3 A. No.
 4 Q. Why not?
 5 A. He is not -- you can't trust him.
 6 Q. Where did Maureen live before Spokane?
 7 A. She lived in southern California, she was
 8 married and divorced there and she loved it down
 9 there and I talked her out of it and made her
 10 promises on the north, and what have you, that I
 11 didn't follow up on, but it got her up here anyhow.
 12 Q. And did you need her up there? Why did
 13 you need her -- did you need her up there for any
 14 reason?
 15 A. Well, those boys were the greatest thing
 16 I ever encountered and I wanted them close enough I
 17 could see them.
 18 Q. Bill, going back to that kidnapping
 19 stuff, okay?
 20 A. Yeah.
 21 Q. When you were up there -- where was it,
 22 Pend Oreille?
 23 A. Pend Oreille.
 24 Q. Did you have any problem with the
 25 telephone?

1 A. Well, Maureen and the boys.
 2 Q. And what about this house in Spokane that
 3 Maureen lives in, whose property is that?
 4 A. Well, I think it's in my name right now.
 5 I am awfully vague about all this stuff, but I think
 6 that's correct, and it is my name, mine in name
 7 only.
 8 Q. Whose house is it?
 9 A. It's Maureen's.
 10 Q. Now, do you want Maureen to have the
 11 house in Osburn and the house in Spokane and the
 12 property on Priest Lake?
 13 A. Yes.
 14 Q. Do you want Jerry to have any of that?
 15 A. No.
 16 Q. Do you want him to have any control of
 17 it?
 18 A. No.
 19 Q. What about Craig, do you want him to have
 20 any of that property?
 21 A. No.
 22 Q. Do you want him to have any control?
 23 A. No.
 24 Q. If the judge says that you need a
 25 guardian, who do you want your guardian to be?

1 A. Yeah, I was there alone one day, which
 2 was the only time I had been alone, and so I
 3 wandered around and found a simpler phone and it was
 4 up on the main floor, and so I picked it up and
 5 called Maureen in Spokane and told her what was
 6 happening. And she got it figured out in a hurry
 7 and so she was, I think, anticipating my being in
 8 Spokane so I hope I didn't surprise her completely
 9 when I called and told her I was there and staying
 10 and I was not going to Louisiana.
 11 Q. Well, were you supposed to be using the
 12 phone?
 13 A. Oh, no, when she got home --
 14 Q. Who is "she"?
 15 A. Jerry's wife, she come raging in and she
 16 said, "You used the telephone."
 17 I said, "Yeah, I knew how."
 18 And she said, "Well, you were not
 19 supposed to."
 20 And I said, "You never told me that."
 21 And I said, "I am accustomed to using telephones
 22 wherever I am and so I did." She was just madder
 23 than hops, which is easy for her.
 24 Q. Did you have some problem with the F-B-I
 25 at some point in time? Let me ask you this, did

1 Jerry ever send anybody up to stay with you?
 2 A. Oh, yeah, yeah. This was shortly after
 they married, and the phone rang this one day and it
 was Jerry and he was talking fast and he said,
 5 "We've got a real problem down here and we need
 6 help." And he said, "My brother-in-law recently
 7 divorced and the children were awarded to his wife,"
 8 and her husband he felt she was not doing a good
 9 job. This is not Jerry but the father of the kids.

10 And so he had gotten a 20-foot ladder at
 11 the house where they were, which was apparently -- I
 12 don't know this for sure, but it was apparently a
 13 new husband, and he went up the 20-foot ladder and
 14 got his two children and took them down, and he had
 15 a traveling car with beds in it and cooking
 16 facilities, and what have you. He jumped in it and
 17 was headed out.

18 But the F-B-I was getting heavy in there,
 19 and so Jerry said, "We would like to send them up to
 20 you."

21 And I said, "Well, I'm not very anxious
 22 to have the F-B-I after me."

23 And he said, "Oh, they will never think
 24 of you."

25 I gave in as usual, and they showed up a

1 couple of days later. And they were charming. I
 2 had met the father just briefly, but the kids were
 3 awfully nice children. So they stayed with us, but
 4 the F-B-I was circling around us in short order, so
 5 they were keeping track, I think.

6 I said to the boy, I said, "This is going
 7 to get nasty and I not only don't want you to get
 8 caught," and I said, "I don't want to be in jail for
 9 helping you." I said, "I will draw you a map and
 10 you go to our lake place up on Priest Lake and stay
 11 in there," and I said, "I don't think they will find
 12 you right away, but I said, "I'd look around as I
 13 travel and see if anything suspicious, and if so, I
 14 would change."

15 But anyhow, he got there and he called me
 16 and he told me he got there unattended. And he
 17 stayed there for a period of time, several weeks, as
 18 I recall. And then I got a call and he was going to
 19 move on. And he told me they had done a little work
 20 there, and when I got up there he and those two
 21 rather small kids, I suppose seven to nine, had
 moved huge boulders off my beach and had made them
 23 in a more presentable arrangement and they had had a
 24 great time in the lake and I hadn't seen any F-B-I
 25 men so it probably had been successful.

1 But they left and they didn't go very
 2 far, they stopped in Spokane. And the next thing I
 3 heard was that the F-B-I was circling around again.

4 I said, "Well, I don't think it would be
 5 wise for you to come back here because it was
 6 obvious they knew you were here."

7 And he said, "No, I think we will be
 8 moving on."

9 Well, I heard from them a week, maybe two
 10 weeks, again by phone, and they were in Mexico.

11 Q. Did the F-B-I ever catch up with you?

12 A. No, and they never -- I don't think they
 13 ever came to my house, but it was evident they were
 14 there. But I thought that was a terribly nervy
 15 thing to ask even of your own father to offend the
 16 F-B-I, but he was adamant and I gave in. Funny I am
 17 not in jail.

18 MR. ROSE: We are off the record here for
 19 a moment.

20 (Off the record.)

21 BY MR. ROSE:

22 Q. Okay, Bill? Can you hear me?

23 A. Yes.

24 MR. ROSE: That's all the questions I
 25 have for you now. Ms. Massey is going to get to ask

1 you some questions.

2 THE WITNESS: Okay.

3 EXAMINATION

4 QUESTIONS BY MS. MASSEY:

5 Q. Good morning, Mr. McKee, I am Pamela
 6 Massey, we met earlier in the break and I have a few
 7 questions for you. If you have trouble hearing me
 8 at any point, just say so and I will repeat the
 9 question for you.

10 A. Well, I can hear you now.

11 Q. Okay, good, good. So I understand that
 12 you are scheduled for some surgery in the next few
 13 weeks; is that correct?

14 A. It is correct. I have mixed emotions. I
 15 don't know that I am sure, but she is a tough boss
 16 so I probably will.

17 Q. Who is a tough boss?

18 A. Maureen.

19 Q. Maureen. Has Maureen scheduled that
 20 surgery for you?

21 A. Well, with my presence.

22 Q. What kind of surgery is that?

23 A. Heart.

24 Q. Heart surgery, what specifically to do
 25 with your heart, Mr. McKee?

1 A. I don't know, I'm not very knowledgeable
 2 about the interior.
 3 Q. What is the name of your cardiologist?
 4 A. You will have to ask Maureen, I don't
 5 know.
 6 Q. Have you sat down and spoken with your
 7 cardiologist about the pros and cons of the surgery,
 8 the risks?
 9 A. Yes, I have, I am very impressed with
 10 him. He has got a wonderful reputation, and all
 11 that, but I'm not sure I feel it's a necessity, but
 12 he is a better judge than I so I probably will.
 13 Q. Has he offered you some benefit from the
 14 surgery? What will the surgery help you with?
 15 A. Whatever I got wrong with it.
 16 Q. And now, Mr. McKee, you also mentioned
 17 earlier that you are living in Spokane right now?
 18 A. Yes, I have been over there for two or
 19 three weeks, I think.
 20 Q. Why is that?
 21 A. I don't remember for sure. I think that
 22 Maureen had things she had to do and so I just went
 23 back with her.
 24 Q. Previously to going to Spokane with
 25 Maureen where were you living?

1 A. Oh, she was a best bed maker I ever saw
 2 in my whole put together, I will say that for her.
 3 She made the bedspread look like it was a plate of
 4 glass, and she told me she had worked for motels is
 5 where she had learned that, and I thought that was
 6 interesting. And she prepared meals for me when she
 7 was there and she cleaned house.
 8 Q. Mr. McKee, do you have a monthly income?
 9 A. Yes.
 10 Q. And how much is that monthly income?
 11 A. Oh, I don't remember.
 12 Q. Do you remember where your income comes
 13 from?
 14 A. Well, I have some coming from -- I don't
 15 know, they just deposit it, a governmental agency.
 16 Q. And what about your monthly expenses,
 17 what bills do you pay every month? What bills do
 18 you pay every month?
 19 A. What is the second word?
 20 Q. Bills, payments to creditors?
 21 A. Oh, lights, meals, food, that's about it.
 22 I don't accumulate.
 23 Q. Do you have enough monthly income to pay
 24 your bills every month?
 25 A. Yeah, I have been getting along. Once in

1 A. In my house in Osburn.
 2 Q. Were you living alone?
 3 A. Yes.
 4 Q. Did you have help come into your home?
 5 A. Well, not by the time I left. I had help
 6 there, Jerry was paying for the help and she proved
 7 to be untrustworthy and that was the end of her.
 8 Q. How was she untrustworthy?
 9 A. She was reporting daily to Jerry on me
 10 and my conditions and my doings, and what have you,
 11 and that's it, I didn't like it.
 12 Q. You didn't like her talking with Jerry?
 13 A. Huh?
 14 Q. Are you saying that you did not like the
 15 fact that she spoke with Jerry?
 16 A. Yeah, that wasn't a part of her job.
 17 Q. Do you remember how often she came in to
 18 assist you in your home?
 19 A. Daily, and I think it was -- I think
 20 three days a week, my memory is not real good.
 21 Q. What kind of things did she help you
 22 with?
 23 A. What kind of food?
 24 Q. What kind of activities did she help you
 25 with?

1 a while I have to have a wee bit of help but not
 2 often.
 3 Q. Okay, a wee bit of help from who?
 4 A. Well, anybody I can find. Maureen helps
 5 me occasionally, in fact probably more than
 6 occasionally.
 7 Q. Does Maureen pay your bills for you?
 8 A. Not physically as a rule. I usually
 9 write the checks.
 10 Q. Does Jerry pay any of your bills for you?
 11 A. Yeah, he pays for this girl, the rental
 12 on her.
 13 Q. The girl who doesn't come any more?
 14 A. Yeah, right.
 15 Q. And why doesn't she come any more?
 16 A. Because I learned that she was
 17 communicating daily with Jerry and that was not part
 18 of her duties, obviously to everyone but her and
 19 Jerry.
 20 Q. Why did you not just ask the agency for a
 21 different care giver?
 22 A. Because I didn't like the agency because
 23 I figured they knew it, too.
 24 Q. That makes sense. There are other
 25 agencies in town?

1 A. I haven't called on them yet.
 2 Q. Would you like to return to your home?
 3 Would you like to return to Osburn?
 4 A. Would I like what? I'm sorry.
 5 Q. Would you like to return to your home?
 6 A. I haven't decided, I am thinking about
 7 getting out of the area. Jerry has made such a mess
 8 of that town with his doings that I hardly have a
 9 friend in the town, in the valley.
 10 Q. When you were staying in your home and
 11 being cared for by Kathy, I believe her name was
 12 Kathy, did you always have plenty of groceries?
 13 A. Once in while I would find myself short
 14 in the grocery store and she would give me a hand.
 15 Q. What do you mean when you found yourself
 16 short?
 17 A. Well, if I didn't have enough to pay for
 18 what I bought.
 19 Q. Okay, did you ever write checks at the
 20 grocery store?
 21 A. Oh, yeah.
 22 Q. Was there ever a time when the grocery
 23 store won't take your check?
 24 A. I don't remember one.
 25 Q. Have you ever bounced checks, Mr. McKee?

1 A. Yes.
 2 Q. Has that mortgage been in foreclosure?
 3 A. I believe that's the proper expression.
 4 Q. And how did you catch up on that
 5 mortgage? You still have your home so you must have
 6 paid what was owed.
 7 A. I don't know, Maureen has been helping me
 8 with that.
 9 Q. Maureen helps you with that, okay. What
 10 properties do you own, Mr. McKee?
 11 A. I don't think I own any, I think I have
 12 given them all away.
 13 Q. You have given all your properties away?
 14 A. I believe so.
 15 Q. Your house in Osburn?
 16 A. Um-hmm.
 17 Q. Who did you give that to? Who did you
 18 give your properties to?
 19 A. Well, I can't answer that offhand.
 20 Maureen, primarily, her children perhaps some.
 21 Q. Do you remember writing a letter to Jerry
 22 and Craig last year?
 23 A. I didn't think I had written one to
 24 either of them.
 25 Q. Do you remember writing a letter to them

1 A. Very, very rarely, but mistakenly maybe
 2 three or four times in my life. I generally keep
 3 track of my money.
 4 Q. Do your bank statements come to your
 5 house?
 6 A. Yes.
 7 Q. Do you look at them?
 8 A. Yes.
 9 Q. Where do you currently bank, Mr. McKee?
 10 A. Pardon?
 11 Q. Where do you currently bank?
 12 A. Well, Bank of America and also the other
 13 one in Osburn, I can't think of what the name of it
 14 is.
 15 Q. You have accounts at Bank of America and
 16 another bank?
 17 A. Yeah.
 18 Q. And you write checks off of those
 19 accounts?
 20 A. Yes.
 21 Q. Did you get calls at your house in Osburn
 22 from creditors?
 23 A. I don't remember having any.
 24 Q. Do you have a mortgage on your house in
 25 Osburn?

1 in the past several years?
 2 A. It's been quite a spell.
 3 Q. Have you written a letter to Jerry
 4 telling him that you don't want to see him any more?
 5 A. I think he knows it without me telling
 6 him.
 7 Q. Unfortunately, your relationship hasn't
 8 been the best recently, huh?
 9 A. No, he robbed me blind and various other
 10 lesser things.
 11 Q. Okay, let's talk about that. How did
 12 Jerry rob you blind?
 13 A. I was away on vacation at Christmastime
 14 in Spokane, he cleared out my house of everything
 15 that he wanted, and most of it I wanted, too.
 16 Q. Where does Jerry live?
 17 A. In Louisiana.
 18 Q. So what, he came up here from Louisiana
 19 while you were at Maureen's and cleared out your
 20 house?
 21 A. Right, he had been staying with me a lot,
 22 he and his wife.
 23 Q. When was he -- when was it most recently
 24 he was staying with you?
 25 A. Oh, I can't remember.

1 Q. Okay, okay.
 2 A. Probably a year ago.
 3 Q. Okay. Now, you stated that Jerry came
 4 and cleaned you out, how do you know it was Jerry?
 5 A. Because he had keys to it, he had keys to
 6 my safety deposit box, he had keys to everything.
 7 Q. Did anyone else have any keys?
 8 A. The locksmith, but I trust him.
 9 Q. Did Craig have a key? Did Craig have a
 10 key?
 11 A. Craig?
 12 Q. Um-hmm.
 13 A. I don't think so.
 14 Q. Did Maureen have a key?
 15 A. I'm not even sure of that, usually when
 16 she comes I am there.
 17 Q. How about neighbors?
 18 A. I had at times had a key with the next
 19 door neighbors, but that became kind of
 20 unsatisfactory and I discontinued that and they were
 21 happy to be rid of it besides.
 22 Q. What happened that it became
 23 unsatisfactory for them to have a key?
 24 A. Well, their having the key wasn't
 25 unsatisfactory to me but it was a lot of trouble to

1 gotten into a safe deposit box; is that correct?
 2 A. Yes.
 3 Q. And you stated at that time that he
 4 didn't have a key, he was in with the bank manager.
 5 The bank manager let him in; is that correct?
 6 A. I think she gave him a key, but I can't
 7 swear to that, but he got in anytime he wanted to.
 8 Q. That's a pretty sacred thing to have a
 9 safe deposit box and to let -- for a manager to let
 10 someone into a safe deposit box without a key --
 11 A. I thought so, too.
 12 Q. Did you talk to the bank about it?
 13 A. Yes, I did.
 14 Q. What did they tell you?
 15 A. Well, they said it was my son and they
 16 thought it was all right.
 17 Q. Did you check the bank records to see if
 18 Jerry had signed in?
 19 A. No, I didn't, but I hadn't, and he had
 20 been there very frequently.
 21 Q. Had anyone else been there?
 22 A. Not to my knowledge.
 23 Q. Had Maureen been there?
 24 A. Not for sometime.
 25 Q. What did Jerry supposedly allegedly steal

1 them.
 2 Q. Now, earlier Mr. McKee you stated that
 3 when you reported the missing items to the chief of
 4 police, you stated that he went to Louisiana and
 5 interviewed Jerry; is that correct?
 6 A. That was my understanding, I didn't go
 7 with him.
 8 Q. How do you know that?
 9 A. He told me he did.
 10 Q. He told you that he went to Louisiana?
 11 A. No, that he went to Louisiana.
 12 Q. Who is he?
 13 A. The head of the police in Osburn.
 14 Q. Is his name Spike Angle?
 15 A. Yeah.
 16 Q. And so what happened? You reported the
 17 missing items to the chief of police, Spike Angle?
 18 A. To the insurance inspector.
 19 Q. And Spike investigated that?
 20 A. Yup.
 21 Q. And found -- didn't press any charges; is
 22 that correct?
 23 A. Yeah, that's right, but he has told me
 24 since that he felt he made some mistakes.
 25 Q. Now earlier you mentioned that Jerry had

1 from your safe deposit box?
 2 A. Well, first and foremost a hundred and
 3 fifty thousand dollars. I can't remember, but
 4 anything he wanted.
 5 Q. A hundred and fifty thousand dollars in
 6 cash?
 7 A. Either cash or some other form of money.
 8 Q. What other form of money?
 9 A. I don't know what you call it, but it was
 10 all over-the-counter acceptable.
 11 Q. Why did you have a hundred and fifty
 12 thousand dollars in cash in the safety deposit box?
 13 A. Well, I thought it was safe.
 14 Q. Where did you get \$150,000 in cash?
 15 A. From the sale of property I made in
 16 Canada.
 17 Q. Okay, that's the Moyie property?
 18 A. Yes.
 19 Q. And so I am just going to walk through
 20 this sale. You sold the property and the title
 21 company gave you cash at closing?
 22 A. Yes, I got it all on the day of the sale.
 23 Q. Did they issue you a check or cash?
 24 A. A check, I think.
 25 Q. So where did you get the cash?

1 A. Well, I cashed -- something that I had
2 gotten, it was legal tender.

Q. Okay, I guess I am surprised that a bank
had \$150,000 in cash to give you.

5 MR. ROSE: Well, I object to the form of
6 the question, what you are surprised at is
7 irrelevant. Bill, you don't have to get involved in
8 her conversation, wait for a question from her.

9 THE WITNESS: All right, thank you.

10 BY MS. MASSEY:

11 Q. Was there any other money from the sale
12 of the property other than the \$150,000?

13 A. Yes.

14 Q. Where was that money?

15 A. I wish I knew.

16 Q. Did you put it into your checking
17 account?

18 A. Did I what?

19 Q. Did you deposit the money in your
20 checking account?

21 A. No.

22 Q. You stated earlier that you put it in
23 several places across the U-S.

24 A. Oh, that was just a piddling amount that
25 I put to -- to not be carrying cash with me.

1 didn't spread it around.

2 A. Well, I can't tell you right now, I had
3 to spread around a little in local banks.

4 Q. And maybe taxes?

5 A. Could be.

6 Q. Did you pay taxes on the sale of the
7 property?

8 A. I did in Canada but not in the U-S.

9 Q. You didn't pay United States taxes on the
10 sale of that property?

11 A. No.

12 Q. Why?

13 A. Didn't know you were supposed to.

14 Q. Have you refinanced the house that you
15 live in in Osburn?

16 A. No.

17 Q. No. Do you know what the current value
18 of the mortgage due is on the home?

19 A. Not offhand.

20 Q. But to the best of your knowledge you
21 have never refinanced that house?

22 A. I don't know. I don't think I can answer
23 that question. I don't recall.

24 Q. That's okay, you can say that you don't
25 recall.

1 Q. Where across the U-S did you spread that
2 money?

3 A. I didn't spread it much, just between the
4 place in Canada and my home.

5 Q. Okay, you kept some of the proceeds from
6 the sale of that property in Canada?

7 A. No, I got it all on the day of the sale.

8 Q. Okay, and you took the money from the
9 sale and then what?

10 A. It was a check and I went to the bank and
11 got cash and a safe document, I can't remember what
12 it was, to carry the balance of it until I got home.

13 Q. Okay, did you use any of that money to
14 pay bills?

15 A. No, I didn't need any.

16 Q. Did you give any of the money away?

17 A. No.

18 Q. Okay, how much did you sell the property
19 for?

20 A. 300,000.

21 Q. And you kept all 300,000?

22 A. Yeah, what is unusual about that?

23 Q. Well, I'm just wondering, if you had
24 \$150,000 in your safe deposit box, what happened to
25 the other \$150,000? You didn't pay bills, you

1 Have you refinanced the home where
2 Maureen lives in Spokane?

3 A. I haven't, she may have.

4 Q. Who owns the house in Spokane?

5 A. She does.

6 Q. Maureen's name is on the deed?

7 A. Yes.

8 Q. I understand you are going to have some
9 dental surgery?

10 A. Dental surgery?

11 Q. Yes.

12 A. I have had some, but before I have my
13 heart work done, I have got to have some more. And
14 it is loose now. When I went to the doctor he
15 reached up and grabbed me and broke the bottom ones.

16 Q. That must have hurt.

17 A. It did hurt and I wasn't prepared for it
18 and it was a shocker, but --

19 Q. So are you having dental surgery
20 tomorrow?

21 A. Not tomorrow, I don't know the schedule
22 on this.

23 Q. Okay, let's talk about when you went up
24 to Sandpoint with Jerry, and you have stated earlier
25 that you didn't want to go; is that correct?

1 A. Yes.
 2 Q. And then you stated, "Oh, what the heck,
 3 I might as well." So tell me, did you tell Jerry
 4 that you did not want to go up on a vacation with
 5 him in Sandpoint?
 6 A. Yes, I did.
 7 Q. He came to your home and said what?
 8 A. He did what?
 9 Q. He came to visit you in Osburn, he wanted
 10 to take you on vacation with him and --
 11 A. He said he had something new up there he
 12 wanted to show me.
 13 Q. Okay, and what did you say? What did you
 14 say?
 15 A. Well, I said, "Okay, I will go with you."
 16 Q. Okay, it sounded kind of fun?
 17 A. Yeah, and they treated -- he had his
 18 brother and wife, his brother's wife there, and
 19 another couple that they had brought and me all for
 20 guests. And we ate out most every night and I spent
 21 three of the nights in the hospital, something
 22 disagreed with me three nights in a row.
 23 Q. Okay, so why were you in the hospital?
 24 A. Because of stomach problems.
 25 Q. Stomach problems, okay. But prior to

1 that you were eating out?
 2 A. Yes.
 3 Q. Being entertained?
 4 A. Yes.
 5 Q. Were you having a good time?
 6 A. Oh, yeah, yeah.
 7 Q. Good. Good. And you got to see Craig
 8 and his wife?
 9 A. Yes, I got to see them again when I
 10 departed from the plane in Salt Lake, I spent the
 11 night at their house.
 12 Q. Had you been to Craig's house before?
 13 A. Oh, yeah.
 14 Q. You had, okay. And --
 15 A. He has been married a long time.
 16 Q. Is that Sylvia?
 17 A. Yeah, do you know her?
 18 Q. I have never met her, no, I have never
 19 had the pleasure.
 20 So all in all it sounds like it was a
 21 vacation.
 22 A. Yeah, I wasn't real happy with it and I
 23 had things I wanted to be doing at home but I gave
 24 in and went up, and he had this beautiful home that
 25 I didn't know about that he had just acquired, so it

1 wasn't a total loss. And I got a lot of boating on
 2 Pend Oreille Lake -- or not Pend Oreille, whatever
 3 -- yeah, I guess it is Pend Oreille in Sandpoint.
 4 Q. And then when you expressed to Craig that
 5 you wanted to go home, he brought you home.
 6 A. Yeah, in fact he offered, I didn't have
 7 to ask him.
 8 Q. Good, good. Did you have a nice trip
 9 with him?
 10 A. Strained, he and Jerry are much thicker
 11 than I am with either of them.
 12 Q. Okay, okay. Have you ever called Jerry
 13 and asked him for money?
 14 A. I don't believe so.
 15 Q. Have you ever asked him for money in
 16 person when you have seen him?
 17 A. Oh, I might have borrowed some for an
 18 immediate need, or something, but I always paid it
 19 back as quickly as I could. And I don't remember
 20 any given circumstance that may have occurred, but
 21 it probably did.
 22 Q. Okay, has there been a time when you have
 23 contacted Jerry and said, "I need help, I am broke"?
 24 A. Well, you are asking one I don't remember
 25 for sure, I don't think if I did I got any.

1 Q. Have you ever asked Jerry and Mina to
 2 help you with your finances?
 3 A. You mean physically with my bookkeeping?
 4 Q. Um-hmm.
 5 A. I haven't asked them, Mina has been very
 6 anxious to help me with them.
 7 Q. Have you asked them to look through your
 8 bank records for you and sort out payments and
 9 debts?
 10 A. I haven't asked them, she has done some
 11 of that.
 12 Q. Was it helpful?
 13 A. Nothing I couldn't have done myself.
 14 Q. But you hadn't done it.
 15 A. No, I'm not the world's best bookkeeper,
 16 few people my age and my sex are.
 17 Q. When a bill comes to your house what do
 18 you do with it?
 19 A. Well, if I have got money I pay for it,
 20 if I don't, I set it a side and pay for it as soon
 21 as I can.
 22 Q. Do you drive, Mr. McKee?
 23 A. I used to. I had an operation at the
 24 beginning of the year, it must have been two years
 25 ago, and had a new steel knee put in and it hasn't

1 been at all satisfactory. My foot has misaligned.
2 I have broken that leg several times, and it is kind
of like this, little breaks.

I had a heart attack and a stroke on the
5 table before they ever started to operate. And they
6 put it in.

I had told the surgeon who wasn't in a
8 local hospital, he came down from the next town down
9 on the lake, I can't say it right now. But at any
10 rate, I told him that my feet were like this, more
11 like this because of all the breaks and that I would
12 like to have him straighten it and he said he would.

He apparently forgot, and now it is like
14 this. It was a very unsatisfactory thing. I have
15 had no end of trouble with it, and I had to go to
16 that hospital a couple of days ago and I was on
17 edge.

Q. So that was what, a knee replacement
19 operation?

A. Yeah, I had had this leg operated on many
21 times. I have lived a rough life.

Q. So when you were on the table you had a
23 heart attack and a stroke?

A. Yeah, and before they ever started.

Q. And then they went ahead and did the knee

1 operation?

2 A. Yes.

3 Q. Wow. And that was here in Kellogg?

4 A. Yes.

5 Q. Now, you mentioned that you have lots of
6 hiding places at your house, you have lots of hiding
7 places at your house.

8 A. I used to have, now they aren't hidden,
9 everybody knows about them now.

10 Q. Everybody does. Who is everybody?

11 A. Well, all my friends and some that
12 aren't.

13 Q. How do all your friends know about your
14 hiding places?

15 A. Jerry knows about them all and his wife
16 does and Craig I think knows most of them.

17 Q. Who else?

18 A. That's about it. Me, and I used to know
19 where they were, now they aren't there.

20 Q. Okay, okay.

21 A. And I haven't told you yet, but the lady
2 across the street witnessed all this bit of the
23 stuff being moved out of my house and into their car
24 and kept track of it and told us about it as soon as
25 we got home.

1 Q. What is her name?

2 A. Huh?

3 Q. What is her name?

4 A. I don't know. I know the family, we have
5 had them up to the lake, but I never can think of
6 their name, it's an unusual name.

7 Q. Was it Kilborne?

8 A. I think that's it, it sounds familiar.

9 Q. Now, you may have stated, Mr. McKee, that
10 you don't care much for Louisiana; is that correct?

11 A. That's an understatement.

12 Q. Okay, you have visited there before?

13 A. Oh, yeah, many times.

14 Q. What were the occasions that you visited,
15 was it vacation, just visiting with family, why did
16 you visit?

17 A. Graduations and this, that, and the
18 other, and the occasional holiday.

19 Q. Special events?

20 A. Yeah.

21 Q. But you don't want to move to Louisiana?

22 A. No, I not only don't want to, I'm not
23 going to.

24 Q. Good for you. Why do you think that
25 Jerry wants you to move there?

1 A. Well, I don't know, I have got a few
2 ideas but I'm not going to express them.

3 Q. Okay, Jerry has paid for you to have help
4 in your home in Osburn; is that correct?

5 A. Yes, I didn't ask for it, he offered it
6 and I accepted it. I have done a lot of
7 housekeeping myself in my years.

8 Q. Let's talk about the Coeur d'Alene River
9 property.

10 A. Um-hmm, I would like to.

11 Q. Okay, good, me to. When did you purchase
12 that property?

13 A. Very early in World War Two.

14 Q. In World War Two?

15 A. Yeah, I saw it advertised. I guess I
16 drove past it and saw a sign and I fell in love with
17 the place, and I thought, well, poor Jerry is in the
18 service and he will miss out on this buy and so if
19 he was in the service, I told him about it and said
20 I would make the payments until he got free and out
21 of the service and could handle it.

22 Q. Okay, so you bought the property while
23 Jerry was serving his country?

24 A. Yes.

25 Q. What war was that?

1 A. World War Two.
 2 Q. Okay, okay. And you purchased the
 3 property by yourself for Jerry?
 4 A. Yes.
 5 Q. It sounds like you are saying that you
 6 wanted him to take over the payments when he got out
 7 of the service; is that correct?
 8 A. That's correct, I wasn't giving it to
 9 him, I was just acquiring it for him.
 10 Q. Who owns the property now?
 11 A. Well, Jerry has managed to accumulate the
 12 whole property, a good piece of which was promised
 13 to Maureen and her three children.
 14 Q. So you purchased the property for Jerry?
 15 A. Just the one property on the northern
 16 part of the lot.
 17 Q. And now who owns that property?
 18 A. He has weaseled around and gotten piece
 19 by piece until he has or thinks he has -- owns the
 20 whole thing.
 21 Q. Okay, okay. Now, you also stated that
 22 you cut some timber on the property?
 23 A. Yes.
 24 Q. Okay, did Jerry give you permission to do
 25 that?

1 A. Yes.
 2 Q. Okay, and where did the money from the
 3 timber sale go?
 4 A. I used it for various things.
 5 Q. To maybe catch up on bills?
 6 A. Yeah, you know, whatever.
 7 Q. Okay, okay. Okay, tell me a little bit
 8 more about this nice gun that you won. You won --
 9 was it a .44 magnum?
 10 A. No, it was a .45.
 11 Q. I don't know much about guns, you will
 12 have to forgive me.
 13 A. I'm not a real brain on them myself, but
 14 it was the most beautiful gun I ever saw and it was
 15 in a hardwood case all polished up. It was a
 16 \$600-plus was the price on them.
 17 Q. And you came home one day and it was
 18 missing?
 19 A. Yeah, and so were a whole lot of other
 20 things that I have mentioned, it all went at once.
 21 Q. And why do you think it was Jerry?
 22 A. Because he wanted that so bad it just
 23 stuck out all over him, he was crazy to have that
 24 gun.
 25 Q. Okay, okay. Had he asked you for the

1 gun?
 2 A. No, but he sure had done a lot of
 3 hinting.
 4 Q. Okay. Okay. And you stated that Jerry
 5 helped you hide it? You stated --
 6 A. Yes, he was the only other person that
 7 knew where it was hidden.
 8 Q. Did other people know about your hiding
 9 places?
 10 A. My two main hiding places, nobody outside
 11 the family except Jerry knew about.
 12 Q. And you stated that everything was gone.
 13 What was missing?
 14 A. Oh, God, It just went on and on and on, I
 15 couldn't begin to reel it off for you.
 16 Q. Do you know what Jerry does for a living?
 17 A. Yeah, I know a lot of things he does for
 18 a living.
 19 Q. Does he make a good living?
 20 A. Oh, you bet.
 21 Q. Does he make enough to support himself?
 22 A. Very nicely.
 23 Q. Does he need to steal?
 24 A. Does he what?
 25 Q. Does he need to steal?

1 A. No, but I sometimes think he enjoys it.
 2 Q. You stated that some of the coins that
 3 were missing you had collected from the time you
 4 were five-and-a-half years old?
 5 A. That's right.
 6 Q. You kept the coins all those years?
 7 A. That's right and he knew where they were,
 8 I kept them in coffee cans and I had them all over
 9 the place out on display -- not on display, but out
 10 where you could see them, and I thought that was
 11 probably the safest thing for something like that.
 12 And if you want to know why I started
 13 collecting coins at five, I was living in Anaconda,
 14 Montana, a small town and boring and I was in first
 15 grade or kindergarten, or something, and my father
 16 was a printer. And they printed an early morning
 17 paper, and I learned that the kids could go down and
 18 make arrangements with them to buy those papers and
 19 then pedal them on the street. So I was up there
 20 every morning at 5:30 and down there and bought an
 21 arm full of those papers, and then walked the
 22 streets selling them. Big money maker, but fun.
 23 Q. Hard work.
 24 A. And I was accumulating a little money. I
 25 worked hard all my life and I started early.

1 Q. Sounds like it. Where did you live when
Maureen and Jerry and Craig were young?

A. Primarily in Spokane, but I moved from
there to the valley and have lived there since. But
5 I have lived an awful lot of places --

6 Q. Okay.

7 A. -- and traveled an awful lot.

8 Q. Have you given property to Maureen
9 recently?

10 A. No.

11 Q. Nothing recently, okay. You stated that
12 Maureen lived in California and you asked her to
13 come up here so you could be closer to your
14 grandsons?

15 A. Yes.

16 Q. And she obliged you in that?

17 A. Yes, it is not a very kind of thing I
18 want to review, but go ahead.

19 Q. Okay, okay. Well, why don't you want to
20 review it?

21 A. Well, I think I did them wrong.

22 Q. By wanting them to move up here?

23 A. Well, it hasn't worked out real well for
24 them, but they are a great family, she has got the
greatest kids in the whole world.

1 did you live?

2 A. I think I lived in the valley. Yes, I
3 did.

4 Q. How far is your home from Maureen's home?
5 How far is it from Osburn to where Maureen lives?

6 A. Oh, it must be 75, 80 miles.

7 Q. Okay, a little ways?

8 A. Well, Spokane. I don't know, I never pay
9 much attention, and places that I know, I don't need
10 a map to get there.

11 Q. Okay, okay. I know that you are getting
12 tired, Bill, so I'm going to ask just a few more
13 question, okay?

14 A. Good.

15 Q. Do you know Dorothy, a lady named Dorothy
16 who walks with you?

17 A. Yes.

18 Q. Okay.

19 A. Are you the one that has been enlisting
20 her?

21 Q. I will ask the questions here. I am just
22 teasing you. How do you know Dorothy?

23 A. She is a dog lover and she stopped and
24 asked me if she could walk my dogs, and I said, "She
25 is an awful handful."

1 Q. Why hasn't it worked out for them?

2 A. Well, there has been many problems with
3 her, but they have done well and come out grinning
4 out of all of them. The oldest boy was the top
5 player for the University of Washington's football
6 team and got the most valuable player award. The
7 middle one is a totally different story, but he is
8 tough and he is a commissioned marine officer now,
9 or will be when he graduates, which will be in
10 January, but that's all set.

11 Q. You are proud of them?

12 A. Oh, you bet. The youngest one is just
13 starting, he is a little different. The oldest one
14 is doing very well financially, got a very fine
15 enviable position.

16 Q. When you asked -- Bill, would you like to
17 take a break?

18 A. How much longer are you going to keep
19 going?

20 Q. Not much longer. We can take a short
break and then reconvene.

21 A. Well, let's go with it.

22 Q. Are you sure? Okay.

23 So when you asked Maureen to come and
24 live up in the northwest, when you asked that where

1 And she says, "I can handle her, I'm
2 confident."

3 She is very impressive and she has walked
4 him ever since until the last week or two when you
5 got to her, I haven't seen her since.

6 Q. Did Dorothy ever help you with your
7 bills?

8 A. Not financially, she may have helped me
9 with a little bookkeeping, or something like that, I
10 don't remember it, but she may have. And she has
11 been very helpful, she has mowed my lawn and all
12 kinds of nice little things. She is a wonderful
13 person.

14 Q. Okay, okay, and she helped you with
15 Yukon?

16 A. Oh, yes, she is a real dog handler.

17 MS. MASSEY: I don't think I have any
18 more questions. Let's take a short break and we
19 will see if Mr. Rose has some additional questions
20 for you.

21 THE WITNESS: If who is?

22 BY MS. MASSEY:

23 Q. Who is your attorney, Bill?

24 A. Pardon?

25 Q. What is your attorney's name?

1 A. Jack Rose?
 2 Q. Yes, Mr. Rose, see if he has some
 3 additional questions for you.
 4 A. Okay, well, fine.
 5 (Recess taken.)
 6 BY MS. MASSEY:
 7 Q. Mr. McKee, I just have a few more
 8 questions for you.
 9 A. Oh, good.
 10 Q. Do you have any credit cards?
 11 A. I don't think I have at the moment.
 12 Q. Have you had credit cards in the past?
 13 A. Oh, yes, always.
 14 Q. Okay, do you remember was it a Visa?
 15 Have you had a Visa card?
 16 A. I don't remember.
 17 Q. American Express?
 18 A. I have had a lot of those.
 19 Q. Currently you don't have any credit
 20 cards?
 21 A. I have lost them.
 22 Q. Now, you were telling me that you were in
 23 the hospital on Saturday; is that correct?
 24 A. Oh, yeah, yeah, here.
 25 Q. Okay, what happened?

1 Q. Were you home alone?
 2 A. No, Maureen was there.
 3 Q. And the ambulance took you to the local
 4 hospital here in Kellogg?
 5 A. Yes.
 6 Q. And did they stitch you up? Did you need
 7 stitches?
 8 A. No, I don't know why, they didn't want to
 9 do it there and they started calling Spokane and
 10 asking questions and decided to send me to Spokane.
 11 I don't know happened, but I didn't go to Spokane.
 12 And I was -- I didn't think I was going to -- it was
 13 the worst pain I have ever had in my life, being
 14 pulled with that wire through my poor little finger
 15 and bones.
 16 Q. So the hospital here in Kellogg released
 17 you back home to Osburn?
 18 A. Yes.
 19 Q. Did you spend the night at the hospital?
 20 A. Most of it.
 21 MS. MASSEY: Okay, that's all the
 22 questions that I have.
 23 FURTHER EXAMINATION
 24 QUESTIONS BY MR. ROSE:
 25 Q. Bill, we can do it from right there, I

1 A. My dog, a Siberian husky, got tangled up,
 2 and I have got a ten by twelve deal with pipe and
 3 it's ten feet high and it has got wire with openings
 4 that big and it is all over it. And she got her
 5 chain -- she is strong as a horse so I have to use a
 6 chain, I can't use a leash. And a prong off from
 7 this heavy wire mesh that I have had caught on
 8 something on -- her chain, leash or chain, is 50 or
 9 60 feet long and she has got that caught on that.
 10 And I got down to disconnect it and it came with a
 11 bang and it punched a hole here into this. That was
 12 a real devastating injury, the worst immediate pain
 13 I ever encountered, and I have had a lot of them.
 14 And I got her up to the rear door and she
 15 decided to help me and she pulled me across the
 16 floor with that in there, and it was the most pain I
 17 have ever had in my life. I just screamed,
 18 probably.
 19 And anyhow, they called and had the
 20 ambulance come and they took me to the hospital.
 21 Q. Who called the ambulance?
 22 A. I don't know, I was hurting too much to
 23 identify. I was surprised to see the ambulance
 24 there, but it was by that time the worst pain I have
 25 ever had in my life.

1 think. Can you hear me okay, Bill?
 2 A. Yeah, I don't think I need this.
 3 Q. I just have one question here, you can
 4 leave it on, I think all I have got is one.
 5 You indicated, when Ms. Massey was asking
 6 you some questions there, that you got that North
 7 Fork property in World War Two, was that correct?
 8 A. No, I was wrong.
 9 Q. What war was it in, if you remember?
 10 A. Vietnam, probably.
 11 Q. Why did you get those mixed up?
 12 A. I don't know, I can't believe it.
 13 MR. ROSE: That's all I have Bill, that's
 14 all the questions have.
 15 MS. MASSEY: I have no further questions.
 16 (Deposition concluded at 12:06 p.m.)
 17 (Signature requested.)
 18
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CERTIFICATE OF BILL E. McKEE

I, BILL E. McKEE, being first duly sworn, depose and say:

That I am the witness named in the foregoing deposition consisting of pages 1 through 69; that I have read said deposition and know the contents thereof; that the questions contained therein were propounded to me; and that the answers therein contained are true and correct except for any changes that I may have listed on the change sheet attached hereto.

Dated this _____ day of _____, 2007;

BILL E. McKEE

SUBSCRIBED AND SWORN to before me this _____

day of _____, 2007

NAME OF NOTARY PUBLIC

NOTARY PUBLIC FOR

RESIDING AT

MY COMMISSION EXPIRES

REPORTER'S CERTIFICATE

I, NEIL O. COOLEY, Certified Shorthand Reporter, do hereby certify:

That the foregoing proceedings were taken before me at the time and place therein set forth, at which time any witnesses were placed under oath;

That the testimony and all objections made were recorded stenographically by me and were thereafter transcribed by me or under my direction;

That the foregoing is a true and correct record of all testimony given, to the best of my ability;

That I am not a relative or employee of any attorney or of any of the parties, nor am I financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of May, 2007.

NEIL O. COOLEY, C.S.R. # 328

Notary Public

816 Sherman Ave., Suite 7

Coeur d'Alene, Idaho 83814

My Commission Expires 02/25/08.

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REPORTER'S CERTIFICATE

I, NEIL O. COOLEY, Certified Shorthand Reporter, do hereby certify:

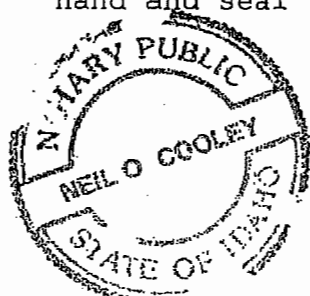
That the foregoing proceedings were taken before me at the time and place therein set forth, at which time any witnesses were placed under oath;

That the testimony and all objections made were recorded stenographically by me and were thereafter transcribed by me or under my direction;

That the foregoing is a true and correct record of all testimony given, to the best of my ability;

That I am not a relative or employee of any attorney or of any of the parties, nor am I financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of May, 2007.



NEIL O. COOLEY, C.S.R. # 328
Notary Public
816 Sherman Ave., Suite 7
Coeur d'Alene, Idaho 83814

My Commission Expires 02/25/08.

118 TTT

COPY

6/26/94

I will will all of my portion
of our property, real and
personal, and every part
of our estate to my daughter -
Maureen Kathleen Peter Erickson
Also apprais her belongings
of our estate.

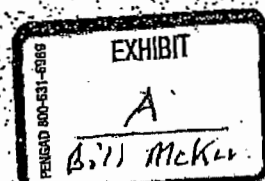
In this housing she
will help Jerome Storm
Mike (her brother) and
his family should they
ever need it.

The household items
may be divided between
them with first choice
going to Maureen.

I am of sound mind
and have not been
influenced by anyone.

Mattie Parks McKee

June 26, 1994.



118 UUU

CERTIFICATION OF VITAL RECORD

370093
STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
COOPERATIVE CENTER FOR HEALTH STATISTICS

CERTIFICATE OF DEATH

DATE FILED: JANUARY 03, 1995

STATE FILE NUMBER: 94-07962

DECEDENT: NATALIE PARKS MCKEE

DATE OF DEATH: [REDACTED] PLACE OF DEATH: OSBURN, IDAHO

DATE OF BIRTH: [REDACTED] PLACE OF BIRTH: MONTANA

AGE: 82 YEARS SEX: FEMALE VETERAN? NO

MARITAL STATUS: MARRIED SURVIVING SPOUSE: BILL MCKEE

SOCIAL SECURITY NUMBER: [REDACTED] RESIDENCE: OSBURN, IDAHO

FATHER: JEROME PARKS
FATHERS BIRTHPLACE: MICHIGAN
MOTHER (MAIDEN): MABEL BEATRICE JEWELL
MOTHERS BIRTHPLACE: CANADA

MORTUARY: SHOSHONE FUNERAL SERVICES, INC.
MORTICIAN: DEBBIE MIKESSELL

WALLACE, IDAHO
DISPOSITION: BURIAL

CERTIFYING PHYSICIAN: WILLIAM N. DIRE, MD

AUTOPSY: NO

1. CAUSE OF DEATH, UNDERLYING CAUSE LAST:

INTERVAL

CACHEXIA
METASTATIC CARCINOMA OF BREAST

2 WEEKS
MONTHS

2. OTHER CONDITIONS CONTRIBUTING TO DEATH BUT UNRELATED TO ABOVE CAUSES:

DIABETES II, CHRONIC RENAL FAILURE, HEART FAILURE

MANNER OF DEATH: NATURAL



I certify that this is a true and correct reproduction or abstract of an official record filed with the IDAHO COOPERATIVE CENTER FOR HEALTH STATISTICS.

JANUARY 05, 1995

DATE ISSUED: _____

Jane S. Smith
JANE S. SMITH
State Registrar

L-12

118-VVV



IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE)
GUARDIANSHIP AND)
CONSERVATORSHIP OF)

BILL E. MCKEE)
_____)

COPY

Case No. CV 07-120

DEPOSITION OF JEROME MCKEE

TAKEN ON BEHALF OF THE PROPOSED WARD

AT 708 WEST CAMERON AVENUE, KELLOGG, IDAHO

MAY 29, 2007, AT 1:13 P.M.

REPORTED BY:

ANITA W. SELF, CSR, RPR



Coeur d'Alene, Idaho
Northern Offices
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1.800.879.1700

Spokane, Washington
509.455.4515
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Boise, Idaho
Southern Offices
208.345.9611
1.800.234.9611

M-13

118-www

A P P E A R A N C E

1
2
3 JOHN J. ROSE, JR., Attorney at Law, of the Law
4 Office of John J. Rose, Jr., appearing for and on
5 behalf of the Proposed Ward
6
7 CHARLES DEAN, Attorney at Law, of the Law Office
8 of Dean & Kolts, appearing for and on behalf of the
9 Petitioner
10
11 PAMELA B. MASSEY, Attorney at Law, of the Law
12 Office of Pamela B. Massey, appearing for and on behalf
13 of the Petitioner
14
15 ALSO PRESENT: Maureen Erickson
16 Mina McKee
17 Bill E. McKee
18
19
20
21
22
23
24
25

1 THE DEPOSITION OF JEROME McKEE was taken on
2 behalf of the Proposed Ward, on this 29th day of May,
3 2007, at the Law Office of John J. Rose, Jr., 708 West
4 Cameron Avenue, Kellogg, Idaho, before M & M Court
5 Reporting Service, Inc., by Anita W. Self, Court
6 Reporter and Notary Public within and for the State of
7 Idaho, to be used in an action pending in the District
8 Court of the First Judicial District for the State of
9 Idaho, in and for the County of Shoshone, said cause
10 being Case No. CV 07-120 in said Court.
11 AND THEREUPON, the following testimony was
12 adduced, to wit:
13 JEROME McKEE,
14 having been first duly sworn to tell the truth, the
15 whole truth, and nothing but the truth, relating to
16 said cause, deposes and says:
17 EXAMINATION
18 BY MR. ROSE:
19 Q. Would you state your name, please?
20 A. Yes. My name is Jerome McKee.
21 Q. And spell your last name.
22 A. M-c, cap K-e-e.
23 Q. And your residence address, Mr. McKee?
24 A. Post Office Box 702, Thibodaux, Louisiana.
25 Q. And your residence address?

I N D E X

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1 A. The physical address is 830 Laurel Valley Road,
2 Thibodaux, Louisiana. Do you want me to spell that?
3 Q. If you would, please.
4 A. T-h-i-b-o-d-a-u-x.
5 Q. Have you had your deposition taken before,
6 Mr. McKee?
7 A. Yes.
8 Q. Okay. And could we agree that if I ask a question
9 that you don't understand that you'll let me know that
10 you do not understand the question so I can phrase it
11 so you can understand it?
12 A. Sure.
13 Q. Now, it's my understanding you believe your father
14 requires a guardian?
15 A. Yes.
16 Q. And your father's name?
17 A. Bill McKee.
18 Q. And is that the gentleman seated next to me today?
19 A. That is correct.
20 Q. And is it your further position you do not believe
21 that Maureen Erickson should be the guardian, a
22 guardian?
23 A. Yes, that's correct.
24 Q. Okay. Do you know a person by the name of Garth
25 Erickson?

118-XXX

1 A. Yes.

2 Q. And Dirk Erickson?

3 A. Um-hmm.

4 Q. And Dane Erickson?

MR. DEAN: You have to answer yes or no, in

6 English.

7 THE WITNESS: Okay. Yes to all three.

8 BY MR. ROSE:

9 Q. And those are children of Maureen's?

10 A. That's my understanding, yes.

11 Q. Do you have an objection to any of those

12 individuals being appointed guardian?

13 A. I don't know. I'd have to think about that for a

14 while and I'm not -- I didn't come prepared for that,

15 so I guess my answer is I really don't know.

16 Q. Okay.

17 A. They're awfully young to be guardians would be my

18 initial reaction.

19 Q. Try to limit yourself to answering my questions,

20 please. Your father's medical history, are you aware

21 of that?

22 A. Some of it. I'm obviously not aware of what's

23 happened much in the last few months.

24 Q. Okay. Do you recall your father having had

25 problems with his knees in years past?

1 Q. And what was that?

2 A. Well, he got very sick right after the surgery,

3 and almost died, basically. He had -- I think he had

4 problems with pneumonia and he was very sick

5 immediately following the surgery.

6 Q. Were you present at the surgery?

7 A. Yes.

8 Q. And were --

9 A. Well, not -- no, I wasn't in the surgery room.

10 Q. Were you present at the hospital during the time

11 the surgery was performed?

12 A. Yes.

13 Q. And do you recall the month that was in 2004?

14 A. It was late summer or early fall.

15 Q. How long was your father in the hospital for that

16 knee surgery replacement?

17 A. I would -- I'm just guessing because it's been a

18 while, but a couple days, probably, then -- a week, ten

19 days, probably two weeks total.

20 Q. Were you present when he got out of the hospital?

21 A. Yeah.

22 Q. And where was your father discharged to when he

23 was out of the hospital?

24 A. To the -- we took him to the rehab center

25 basically across the street.

1 A. Yes, I do.

2 Q. And what problems do you recall him having with

3 his knees?

4 A. Well, his problem was he had a lot of pain in his

5 knees.

6 Q. And did he require treatment for that?

7 A. Yes.

8 Q. And what treatment did he require?

9 A. Well, he had knee replacement and he had -- at one

10 point he also had his knees -- I don't remember what

11 the actual term is, but they had surgery to clean out

12 some of the debris in his knees.

13 Q. Okay. Do you recall what year he had this knee

14 replacement?

15 A. I believe it was 2004.

16 Q. And do you recall what year it was that he had the

17 debris cleaned out of his knee?

18 A. I don't -- it was before that.

19 Q. Prior to the --

20 A. The 2004 surgery.

21 Q. And the 2004 surgery was a knee replacement?

22 A. Yes.

Q. Okay. After the initial knee replacement, did he

24 require additional care or treatment of the knee?

25 A. Yes. He required additional care and treatment.

1 Q. Across the street where?

2 A. Across Cameron Avenue right here.

3 Q. Okay. Here in Kellogg?

4 A. Um-hmm.

5 Q. Okay. Where was the surgery, the knee

6 replacement?

7 A. Here in Kellogg.

8 Q. And how long was your father in that care

9 facility?

10 A. I don't remember exactly. I would guess -- I

11 don't know.

12 Q. Were you present when he was discharged from the

13 care facility?

14 A. As I recall, I was, yes.

15 Q. And where was he discharged from the care facility.

16 to?

17 A. To go home.

18 Q. And where did he go? Did he go home?

19 A. That's -- he went home for several days, as I

20 recall, and then -- yes.

21 Q. Okay. How long was he able to stay home?

22 A. Well, he stayed at home for several days and we

23 offered to take him back with us home or -- and Maureen

24 wanted him to stay with her in Spokane, and I believe

25 that -- I believe that he ended up staying with Maureen

1 in Spokane, as I recall.
 2 Q. Did your father have any problems with a stroke in
 3 the past that you're aware of?
 4 A. I've never had a doctor tell me that, no, but it's
 5 possible, yeah.
 6 Q. Has your father had heart problems in the past
 7 that you're aware of?
 8 A. Yes.
 9 Q. And what problems has he had in the past with his
 10 heart?
 11 A. Well, he's had a heart murmur.
 12 Q. For how long that you're aware of?
 13 A. Since before I knew him. He had it as a child,
 14 it's my understanding. And I know he's had some
 15 cholesterol problems. And he has a 90-year old heart,
 16 you know, with a murmur and having had some cholesterol
 17 problems.
 18 Q. Has he ever received care from doctors in the past
 19 that you're aware of for his heart problem?
 20 A. Yes.
 21 Q. And what doctors?
 22 A. I guess Dr. Foos. Foos is the one, but I honestly
 23 don't -- I can't name any others.
 24 Q. Have you ever spoken with Dr. Foos?
 25 A. No.

1 stomach pain with... was with us up in Sandpoint at
 2 one point and we took him to the emergency room.
 3 Q. That's when he spent a period of some days with
 4 you in Sandpoint there?
 5 A. Yep.
 6 Q. And he was required to be hospitalized several
 7 evenings in a row?
 8 A. Not several in a row. We took him to the hospital
 9 on two different occasions for two different reasons.
 10 Q. Okay. And what hospital was that?
 11 A. I think it's --
 12 Q. City --
 13 A. Bonner County General, but it's the hospital there
 14 in Sandpoint proper.
 15 Q. Okay. And what were the problems that you took
 16 him to the doctor for?
 17 A. Well, his problem -- the first problem we took him
 18 to the doctor for was he had a stricture in his
 19 esophagus. We always thought it was either esophageal
 20 hernia or acid reflux, and we had -- while eating, some
 21 food got stuck in his esophagus and it was very painful
 22 and he couldn't swallow it or pass it and it didn't go
 23 down, so we ended up taking him to the emergency room.
 24 Q. Then the second occasion?
 25 A. He had extreme stomach distress, or his stomach

1 Q. When's the first time that you knew your father to
 2 have visited with Dr. Foos?
 3 A. Oh, I don't know. I couldn't recall.
 4 Q. Okay. So other than the knee, the stroke, and the
 5 heart problems, are you aware of other problems,
 6 medical problems your father has had in the past?
 7 A. Um, let's see. He's had a number of trauma
 8 related problems, yes.
 9 Q. And how long ago?
 10 A. Oh, lord. Which issue? He's had numerous
 11 injuries walking his dog on numerous occasions. He
 12 hurt his shoulder falling out of a tree at the church
 13 probably eight, ten years ago.
 14 Q. Is that it?
 15 A. What was the question again that you -- if you
 16 want me to elaborate more, you have to restate the
 17 question.
 18 Q. Okay. When's the last traumatic incident your
 19 father suffered that you recall?
 20 A. Well, I heard about one here just within the last
 21 couple weeks. He got his hand stuck in a fence.
 22 Q. Other than that, when's the last traumatic
 23 incident that you recall?
 24 A. Well, the last traumatic incident that I was
 25 witness to was -- or recall, he had some extreme

1 was hurting him, not diarrhea or anything, just his --
 2 he had pain in his stomach.
 3 Q. Both of these instances were associated with
 4 eating?
 5 A. The first one was associated with eating. The
 6 second one, they did an MRI. They never really could
 7 determine that there was anything wrong and the pain
 8 went away.
 9 Q. What year was that, did you say?
 10 A. 2005.
 11 Q. And you indicated that you took him to the
 12 hospital in Sandpoint. Where were you staying?
 13 A. In Sandpoint.
 14 Q. And where were you staying in Sandpoint?
 15 A. We have a home there at 204 Kaniksu Shores Drive.
 16 Q. Would you spell the name of that drive, please?
 17 A. Kaniksu, K-a-n-i-k-s-u.
 18 Q. And what city is that?
 19 A. Sandpoint.
 20 Q. When did you buy that property?
 21 A. '04.
 22 Q. Do you recall the month?
 23 A. Of the actual closing or what?
 24 Q. Closing?
 25 A. Yeah, it would have been in December of '04.

1 Q. And your father during this time visited the
 2 emergency room was staying with you at that residence?
 3 A. That's correct.
 4 Q. And do you recall the month that he was visiting
 5 you that he required that hospitalization at Bonner
 6 General?
 7 A. Well, the first visit had to have been in August.
 8 The second visit could have been -- it could have been
 9 September, but it was in all probability August as
 10 well.
 11 Q. Okay. And was there -- who was at your home at
 12 that time in Sandpoint when your father was visiting?
 13 A. During the period of time that my father was
 14 there, how many people stayed in the house?
 15 Q. Yes.
 16 A. At various occasions?
 17 Q. Yes. Who were they?
 18 A. Oh, let's see. We had -- our children were there
 19 for a week. My brother and his wife were there for a
 20 week.
 21 Q. Your brother's name?
 22 A. Craig. Rich and Joyce Ferone (phonetic) were
 23 there staying with us for a week.
 24 Q. And where are they from?
 25 A. They're from Salt Lake City.

1 Q. Did you ever do anything to pay the premiums on
 2 that policy?
 3 A. I'd have to refer to my financial records to
 4 answer that. And I'd have to know what the name of the
 5 insurance company was.
 6 Q. Do you have any recollection for what period of
 7 time that he had that supplemental insurance?
 8 A. No. I would have no way of knowing it except for
 9 the period of time when I may have been paying
 10 premiums.
 11 Q. Do you know when you stopped paying premiums?
 12 MR. DEAN: He said he may be paying
 13 premiums.
 14 THE WITNESS: I don't know that I did pay
 15 premiums on supplemental health insurance. My -- if I
 16 had to guess --
 17 MR. DEAN: Don't guess.
 18 THE WITNESS: No guessing. Yeah, I don't
 19 know.
 20 BY MR. ROSE:
 21 Q. If you had to guess, what would you guess?
 22 A. I'm not going to guess because I don't know. My
 23 answer is I don't know.
 24 Q. Okay. If you had been paying any supplemental
 25 insurance premiums for your father, do you recall if

1 Q. Rich and Joyce?
 2 A. Um-hmm.
 3 Q. Were you there the entire time of your father's
 4 visit?
 5 A. No.
 6 Q. And did something happen to make you depart?
 7 A. Yes.
 8 Q. And what was that?
 9 A. Hurricane Katrina.
 10 Q. And who was left at the home in Sandpoint after
 11 you left?
 12 A. My father and my wife.
 13 Q. Anyone else?
 14 A. No.
 15 Q. And your brother had left and Rich and Joyce had
 16 left?
 17 A. And our children had left.
 18 Q. Okay. As well as Craig and his children?
 19 A. Yes.
 20 Q. Okay. And Rich and Joyce were gone?
 21 A. Yes.
 22 Q. Are you aware of any supplemental Medicare policy
 23 that your father may have had?
 24 A. I believe he did, but I don't remember what brand
 25 name it was, or I just don't remember.

1 you gave him any notice that you stopped paying those?
 2 A. I've said I don't remember paying specifically
 3 supplemental insurance, no.
 4 Q. Are you paying any bills for your father
 5 currently?
 6 A. Uh-huh, yes, I am.
 7 Q. What bills are you currently paying?
 8 A. Once again, I would like to refer to my financial
 9 records, which we don't have here, but utilities
 10 primarily, and we were paying for his home health care.
 11 Q. When's the last utility payment you made?
 12 A. Well, I don't have my records in front of me so I
 13 don't remember the exact date, but certainly within the
 14 last month.
 15 Q. Did you bring them today?
 16 A. Not today.
 17 Q. Did you get your notice of deposition?
 18 A. Yeah. And we have those records right here if you
 19 want to look at it, but I don't remember what date we
 20 last paid.
 21 Q. Okay. You got those records here, so use your
 22 records and refresh your memory, please.
 23 A. Now, when's the exact date of the last payment I
 24 made for --
 25 Q. The health care was my last question, I believe.

1 A. I don't know. I don't know about that. And I
 2 don't know which insurance company was the health care
 3 supplemental insurance.
 4 Q. No. The health care, the home health care that
 5 you just referred to.
 6 A. The last -- let's see. The last health care
 7 Loving Care payment was on -- I want to make sure
 8 I'm -- 2007, looks like February 2nd.
 9 Q. Of this year, '07?
 10 A. Yes.
 11 Q. Okay. When's the last utility payment you made
 12 for your father?
 13 A. Well, this record was put together before -- well,
 14 after we got the notice, so it's not completely
 15 current. But the last one showing on this printout was
 16 March 1st, but there have been several since then and I
 17 just don't have a record of those here.
 18 Q. How much did you pay on March 1st?
 19 A. I'm sorry?
 20 Q. How much did you pay on March 1st?
 21 A. \$51.27.
 22 Q. Any other current bills you're paying for your
 23 father other than utilities and that last home health
 24 care?
 25 A. Not that I recall without looking at the records.

1 March.
 2 Q. Yes, you may refer to your records.
 3 A. Yes, it was.
 4 Q. For how long did you speak with him?
 5 A. Oh, I don't remember.
 6 Q. Does it show on your record there?
 7 A. Not on this printout. It may if we go through all
 8 of these records.
 9 Q. And before -- well, keep your record out there,
 10 please, Mr. McKee. And prior to March -- and March
 11 would be March of '07?
 12 A. Yes.
 13 Q. Prior to then, when was the last time you spoke
 14 with your father?
 15 A. In -- let's see if I'm -- in July of '06.
 16 Q. Do you have any fault with a person trying to
 17 protect their property from the government taking it in
 18 their age old?
 19 A. I really don't understand that question.
 20 Q. Do you have a problem, any problem with a person
 21 trying to protect their property so they don't have to
 22 spend it all on their last illness and dying?
 23 MR. DEAN: Object to that as being --
 24 THE WITNESS: It's a pretty vague question.
 25 I just -- I can't say that I understand your question.

1 Q. You have your records in front of you, don't you?
 2 A. No, I don't have my complete records. I have my
 3 printout of what you asked for.
 4 Q. Did you get your notice of deposition where we
 5 attempted to take your deposition here --
 6 A. Yeah.
 7 Q. -- approximately two weeks ago?
 8 MR. DEAN: You asked for a list and this is
 9 a list.
 10 THE WITNESS: This is a list, yes.
 11 BY MR. ROSE:
 12 Q. Did you get that notice of deposition --
 13 A. Yeah.
 14 Q. -- that we attempted to take two weeks ago, your
 15 deposition?
 16 MR. DEAN: It's the same as the current one
 17 so --
 18 THE WITNESS: Yes, yeah.
 19 BY MR. ROSE:
 20 Q. Why didn't you show up for that?
 21 MR. DEAN: Objection. Don't answer the
 22 question. It's been dealt with.
 23 BY MR. ROSE:
 24 Q. When's the last time you spoke with your father?
 25 A. Can I refer to my phone records? I believe it was

1 BY MR. ROSE:
 2 Q. Well, do you have any problem with your father
 3 trying to protect his property so it doesn't all get
 4 taken by the government to provide for his care?
 5 A. Well, I don't think I understand the question. I
 6 believe in private property rights, but I want my
 7 father to have whatever care he needs at this stage of
 8 his life.
 9 Q. And do you have a problem with him trying to
 10 qualify for government benefits to provide for that
 11 care?
 12 A. Absolutely not.
 13 Q. Now, your sister's name is what?
 14 A. Maureen Erickson.
 15 Q. Okay. During these times of sickness of your
 16 father that we've discussed, has she provided care for
 17 your father?
 18 A. I'm sure.
 19 Q. And what care are you aware of that she's
 20 provided?
 21 A. Well, I couldn't tell you. I mean --
 22 Q. Well, are you aware, did she provide for his care
 23 after the knee surgery?
 24 A. Well, obviously, I dropped him off at her house
 25 after we took him there after the knee surgery. Not

1 after the knee surgery. After the rehab -- yeah.
 2 Q. Okay. And how soon after he was done with the
 3 rehab did you drop him off at your sister's house?
 4 A. I don't remember those dates.
 Q. Okay. Do you know if your sister's provided care
 6 for your father on any other occasions?
 7 A. I don't know, but --
 8 Q. You understand that she's cared for your father on
 9 other occasions?
 10 A. Do I understand that?
 11 Q. Yes.
 12 A. Isn't that the same as knowing?
 13 Q. No.
 14 A. I don't know.
 15 Q. Do you have information that she's provided for
 16 the care of your father on other occasions?
 17 A. I don't have any information. I would assume that
 18 she must care for him upon occasion. How's that?
 19 Q. You don't know what care she's provided
 20 personally?
 21 MR. DEAN: That's what he just told you.
 22 BY MR. ROSE:
 23 Q. Your answer is no?
 24 A. Yeah.
 25 Q. Your answer was no?

1 knowledge. I just --
 2 Q. What do you believe it was?
 3 A. It was too expensive for her to stay in Southern
 4 California.
 5 Q. Anything else?
 6 A. That's what I think. That's what I think. You
 7 asked me what I thought.
 8 Q. What was your mother's name?
 9 A. Natalie.
 10 Q. And is she still alive?
 11 A. No.
 12 Q. And what year did she pass away?
 13 A. '94.
 14 Q. And where was your sister living, Maureen, at that
 15 time?
 16 A. Well, I believe her residence was still in
 17 Southern California.
 18 Q. Do you have any other sister other than Maureen?
 19 A. No.
 20 Q. Okay. So if I refer to your sister, you know I'm
 21 talking about Maureen?
 22 A. Yes, I will.
 23 Q. Your brother Craig, now, he was an adopted child
 24 of your mother and father?
 25 A. That's correct.

1 A. Yes, my answer was no, yeah.
 2 Q. Do you know how long your sister has -- or do you
 3 know where your sister lives now?
 4 A. Yeah, I know I can drive to it. I couldn't recite
 5 the address.
 6 Q. And what city is it?
 7 A. Spokane.
 8 Q. And is that the place that you dropped your father
 9 off after the knee surgery?
 10 A. It wasn't after the knee surgery. It was after
 11 rehabilitation of knee surgery, yes.
 12 Q. Okay. The rehabilitation was after the knee
 13 surgery, wasn't it? The rehabilitation was after the
 14 knee surgery?
 15 A. Yes.
 16 Q. Okay. How long has your sister lived in Spokane?
 17 A. '97, I think, so roughly ten years, give or take.
 18 And that's a rough answer.
 19 Q. And do you recall where she moved from before
 20 Spokane?
 21 A. Yes. She moved from Southern California.
 22 Q. And do you recall what prompted that move?
 23 A. Yes.
 24 Q. And what was that?
 25 A. I believe it was -- well, I don't have firsthand

1 Q. And he was the child of your uncle?
 2 A. Yes.
 3 Q. Other than providing for the care of your father,
 4 do you have any problem with him giving Maureen his
 5 assets?
 6 A. I don't have any problem with him doing that as
 7 long as it doesn't affect his eligibility for Medicaid
 8 or as long as he receives adequate health care, proper
 9 feeding, gets his medication and has some respect in his
 10 life.
 11 Q. And so if he was to have the approval of the
 12 Medicaid people to give his property away and become
 13 Medicaid eligible, you wouldn't have any problem with
 14 him giving it away to Maureen?
 15 MR. DEAN: Assuming a fact not in evidence.
 16 Also calling for legal conclusion on his part.
 17 THE WITNESS: I don't know that
 18 happened, but don't feel like I have an answer that
 19 BY MR. ROSE:
 20 Q. Well --
 21 Because my understanding is it doesn't matter
 22 how
 23 regardless of your understanding of the Medicaid
 24 rules and regulations, if he had all assets to
 25 Maureen, do you have any problem with that?

1 A. I just -- I can't answer the cause it doesn't
 2 make sense to me.
 3 Q. I asked you to -- if he becomes Medicaid -- if he
 4 can be Medicaid eligible and give his assets to
 5 Maureen, then we --
 6 A. Yeah, I still do, because I don't believe that's
 7 the case.
 8 Q. Okay. If your belief is wrong, what's your
 9 problem, if any?
 10 A. Well, this requires knowledge of the system, and
 11 my knowledge of the system is that that's not possible.
 12 Q. Well, regardless of your knowledge, if he's
 13 Medicaid -- if he can become Medicaid eligible, what
 14 problem do you have --
 15 A. That's not his only --
 16 Q. What problem do you have with his giving his
 17 assets to Maureen?
 18 A. Well --
 19 MR. DEAN: So in other words, he wants to
 20 know, is it okay with you if your father has nothing
 21 for his old age?
 22 MR. ROSE: That's not it. And I object to
 23 your interruption and to the rephrasing of my
 24 questions, Mr. Dean.
 25 MR. DEAN: That's exactly what you're

1 procedures she might have had, or heard about other
 2 procedures she might have had?
 3 A. Not -- I know she's had other procedures, but I
 4 don't remember what they were, no.
 5 Q. When did your father have his stroke, if you
 6 recall?
 7 A. I said I wasn't sure that he'd had a stroke, and I
 8 didn't think it had ever been medically established
 9 that he'd had a stroke. If he has, I haven't been told
 10 that by medical personnel.
 11 Q. Is there some point in your father's medical
 12 history that you felt he wasn't the same after he
 13 experienced a medical problem?
 14 A. He was very depleted after the knee surgery.
 15 Q. What do you mean by "depleted"?
 16 A. You asked me -- what was your -- rephrase your
 17 question and I'll answer it.
 18 Q. I think you said or attributed that your father
 19 didn't seem the same after a certain event, he wasn't
 20 himself. Do you recall your father changing after any
 21 particular medical event?
 22 A. Well, I just said, I thought he was severely
 23 depleted after the knee surgery.
 24 Q. Okay.
 25 A. And I mean, he was obviously -- he had some other

1 asking.
 2 MR. ROSE: No, it's not. And you don't have
 3 the right to interrupt here and converse with your
 4 client.
 5 MR. DEAN: Ask your question.
 6 MR. ROSE: Quit interrupting and --
 7 MR. DEAN: Ask your question so I don't have
 8 to object and tell him not to answer.
 9 MR. ROSE: Make some proper objections and
 10 quit talking with your client during the format of my
 11 questions.
 12 MR. DEAN: Go ahead, Counsel. Ask your
 13 question.
 14 BY MR. ROSE:
 15 Q. Do you recall of any medical difficulties your
 16 sister has had?
 17 A. I hear everything second and third hand, so --
 18 Q. Okay. And what have you heard third hand and --
 19 second and third hand concerning her medical condition?
 20 A. Well, let's see. I understand or I have been told
 21 second and third hand that she's had several medical
 22 procedures done on her back.
 23 Q. Do you recall when her back procedures have been?
 24 A. No.
 25 Q. Do you recall -- are you aware of any other

1 problems immediately after the knee surgery, so he
 2 was --
 3 Q. And what were those additional problems after the
 4 knee surgery?
 5 A. Well, I think I mentioned, I think he had
 6 pneumonia and --
 7 Q. Anything else?
 8 A. Well, that was the life threatening issue at that
 9 point.
 10 Q. Do you know Nancy McGee?
 11 A. I know who she is, yes.
 12 Q. Have you ever met her?
 13 A. Yes.
 14 Q. And when do you recall meeting her?
 15 A. I would guess it was 2004.
 16 Q. When in relation to your father's surgery?
 17 A. It was either before or after in 2004, but I don't
 18 remember exactly in relation to my father's surgery.
 19 ~~Q. Do you recall when her back procedures have been?~~
 20 ~~A. Well, let's see. I understand or I have been told~~
 21 ~~second and third hand that she's had several medical~~
 22 ~~procedures done on her back.~~
 23 ~~Q. Do you recall when her back procedures have been?~~
 24 ~~A. No.~~
 25 ~~Q. Do you recall -- are you aware of any other~~

1 Q. And do you recall Ms. McGee, Mrs. McGee presenting
 2 your father with any documents?
 3 A. That's not what happened. She brought a copy of
 4 his will.
 5 Q. And what will?
 6 A. A will she had written for him.
 7 Q. And that's a will that you hired her to write for
 8 your father?
 9 A. No.
 10 Q. ~~She was a law firm Ms. McGee~~
 11 ~~_____~~
 12 Q. And asked --
 13 A. I assume that. I don't know that for a fact, but
 14 who else would.
 15 Q. What do you recall happening when Ms. McGee
 16 visited with your father and you and Maureen at the
 17 home?
 18 A. Well, I remember Maureen being there and being
 19 upset.
 20 Q. Okay. Was your father upset?
 21 A. I don't recall that he was.
 22 Q. Okay. Your father refused to sign the will
 23 Ms. McGee prepared?
 24 A. I don't remember that.
 25 Q. When Ms. McGee visited, she presented your father

1 that North Fork property you, hadn't he?
 2 A. Yes.
 3 Q. And in this will that was prepared, he was still
 4 dealing with the North Fork property as if it was his?
 5 A. The will was written in 1999.
 6 Q. Well, in the will that you saw, he was still
 7 dealing with the North Fork property as his, correct?
 8 A. In 1999 when he wrote it.
 9 Q. Now, after he was out of rehabilitation following
 10 his knee surgery, you were contemplating taking your
 11 father to Louisiana; is that correct?
 12 A. Let's see. In 2000, yes, we did offer to take him
 13 to Louisiana.
 14 Q. And you did not and instead dropped him off at
 15 Maureen's?
 16 A. Because that's what he wanted, yes, and she
 17 wanted.
 18 Q. You didn't drop him off there because he refused
 19 to sign that will?
 20 A. No.
 21 Q. When you dropped him off at Maureen's, do you know
 22 if she had any physical restrictions or was recovering
 23 from any of her medical problems?
 24 A. She's had surgeries and, you know, I don't know
 25 when they are. She may have been about to have a

1 with this will she had prepared, didn't she?
 2 A. Yes, but she had prepared the will, like, five
 3 years earlier.
 4 Q. Was it a signed will?
 5 A. Not to me.
 6 Q. How do you know she prepared it five years
 7 earlier?
 8 A. Because you were shown a copy of it at that
 9 meeting, and it was dated five years previous.
 10 Q. And it -- was your father's signature on it?
 11 A. You know, I don't specifically remember his
 12 signature.
 13 Q. ~~_____~~
 14 ~~_____~~
 15 A. ~~_____~~
 16 Q. Do you recall what the will provided?
 17 A. Not in very great detail.
 18 Q. And the detail you recall, what did it provide?
 19 A. ~~_____~~
 20 ~~_____~~
 21 ~~_____~~
 22 ~~_____~~
 23 ~~_____~~
 24 ~~_____~~
 25 Q. Prior to his knee surgery, your father had deeded

1 surgery or may have just had a surgery, but --
 2 Q. And wasn't the fact that she was about to have or
 3 may have just had a surgery the reason you were going
 4 to take your father to Louisiana?
 5 A. That may be. I don't recall.
 6 Q. ~~_____~~
 7 ~~_____~~
 8 ~~_____~~
 9 ~~_____~~
 10 Q. Do you know how long Maureen cared for your father
 11 after that knee surgery?
 12 A. No.
 13 Q. Who's Phillip Coleman?
 14 A. Phillip Coleman would be my brother-in-law.
 15 ~~_____~~
 16 ~~_____~~
 17 ~~_____~~
 18 ~~_____~~
 19 ~~_____~~
 20 ~~_____~~
 21 ~~_____~~
 22 Q. Okay. And you were aware that Mr. Coleman was a
 23 person wanted by the legal authorities?
 24 A. I became aware of it, yes.
 25 Q. And that was due to his taking his -- taking

1 children?
 2 A. Yes.
 3 Q. Are you aware that the FBI visited with your
 4 father and mother concerning Mr. Coleman's being at the
 5 home?
 6 A. No. No. I did not remember that the FBI visited.
 7 Q. Did you visit your father where Mr. Coleman was in
 8 the area staying with your father?
 9 A. You know, I didn't always know where he was. We
 10 weren't in close contact, so it's possible, yes.
 11 Q. Did you know that he was wanted by legal
 12 authorities when you visited him up here up at your --
 13 well, staying with your father?
 14 MR. DEAN: Objection. That misstates his
 15 testimony. He didn't say they were both staying with
 16 his father.
 17 BY MR. ROSE:
 18 Q. Let's figure this out here.
 19 Did you visit up here when Mr. Coleman was -- when
 20 Mr. Coleman was staying with your father?
 21 A. Not that I recall. He may have -- you asked if he
 22 was in the area, and he may have been in the area. I
 23 have heard since that he was in the area.
 24 Q. Did you visit your father ever when Mr. Coleman
 25 was at his home?

1 A. Yes.
 2 Q. And how was that?
 3 A. I picked him up and drove him up there.
 4 Q. What did you tell him when you were picking him up
 5 and taking him someplace, where did you tell him you
 6 were taking him?
 7 A. I told him we were going to Sandpoint.
 8 Q. Okay. And when you left to -- strike that.
 9 Did you intend on taking him places -- anyplace
 10 other than Sandpoint?
 11 A. When I picked him up to take him to Sandpoint was
 12 I intending to take him anyplace other than Sandpoint?
 13 Q. Yes.
 14 A. No.
 15 Q. Did something happen while you were in Sandpoint
 16 to make you decide to try to take him someplace other
 17 than Sandpoint?
 18 A. We offered to bring him to Louisiana afterwards.
 19 Q. Afterwards what?
 20 A. After we left Sandpoint, he agreed to come with
 21 us.
 22 Q. Okay. What do you understand happened with that
 23 agreement to come with you after you left and went back
 24 because of Katrina?
 25 A. You're going to have to rephrase that question. I

1 A. Boy, I don't remember. It's -- I don't think so,
 2 but I'm not sure. That was a long time ago.
 3 Q. Were you aware Mr. Coleman had difficulty with the
 4 legal authorities over those kids when he was allegedly
 5 or supposedly visiting with your father?
 6 A. Yes.
 7 Q. Did you inform your father of that?
 8 A. Yes, I did.
 9 Q. And you wanted him to -- "him" being your
 10 father -- to keep Mr. Coleman at his residence?
 11 A. To what?
 12 Q. Allow Mr. Coleman to remain at his residence?
 13 A. Absolutely not.
 14 Q. Did you inform the FBI where Mr. Coleman was? Did
 15 you ever inform the FBI where Mr. Coleman was?
 16 A. I never informed the FBI where Mr. Coleman was.
 17 Q. And you were aware that the FBI was looking for
 18 Mr. Coleman?
 19 A. Yeah.
 20 Q. Were you aware that your parents were subjected to
 21 questioning by the FBI over Mr. Coleman?
 22 A. No, I don't remember that I ever knew that.
 23 Q. Now, in August 2005 when your father was visiting
 24 with you up in Sandpoint, do you recall how your father
 25 got to Sandpoint?

1 don't understand it.
 2 Q. Your father was left in Sandpoint with your wife
 3 after you left to return for Katrina; is that correct?
 4 A. Yeah, I left to return after Katrina. I didn't
 5 return for Katrina.
 6 Q. Okay. And your father was -- after you left, was
 7 left in Sandpoint with your wife?
 8 A. That's correct.
 9 Q. Okay. Did there come a point that your wife took
 10 your father someplace?
 11 A. Yes. As the agreement, they drove to the airport
 12 to leave for Louisiana when they -- yeah.
 13 Q. Okay. What happened at the airport as far as you
 14 understand?
 15 A. After they got everything out of the car and into
 16 the airport, my father said he did not want to go.
 17 Q. Then what happened?
 18 A. Well, my wife could not just leave him alone in
 19 the airport, so she convinced him to go with her to
 20 Salt Lake City, and then they could either send him
 21 back on a plane and make provisions to have somebody
 22 meet him, discuss it with my brother, Craig, and go
 23 from there. But she didn't feel she could just leave
 24 him in the airport, so they went to Salt Lake City,
 25 stayed with my brother, and then my brother drove him

1 back home because he changed his mind and changed his
 2 commitment on us.
 3 Q. Your father never cared for Louisiana, did he?
 4 A. Well, he never said that to me. I've read it
 5 recently that he didn't care for Louisiana. I thought
 6 he had a good time every time he came down there.
 7 Q. How many times has your father visited with you in
 8 Louisiana?
 9 A. I don't know. I couldn't count.
 10 Q. Do you recall the years that he visited you in
 11 Louisiana?
 12 A. I've lived in Louisiana for 30 some years, 33,
 13 34 years, and, no, I don't recall which years exactly.
 14 Q. Your petition indicated -- and by "your petition,"
 15 the petition for guardianship -- indicated, I believe,
 16 that you were concerned about your father's dissipating
 17 his assets?
 18 A. Yes.
 19 Q. Now, he's been dissipating his assets for many
 20 years, hasn't he?
 21 A. It would appear that way since he's not working.
 22 Q. And he transferred the North Fork property to you
 23 by deed, did he not?
 24 A. He did.
 25 Q. Okay. And you didn't pay him any money for that,

1 visited you in?
 2 A. Certainly not with me here or even up here in
 3 Idaho. If I could -- no. The answer would be no.
 4 Q. Now, this quitclaim deed refers to what you
 5 referred to as the North Fork property; is that
 6 correct?
 7 A. Yes.
 8 Q. Okay. And your father has asked you to return
 9 that property to him; is that correct?
 10 A. Yeah, just recently he did.
 11 Q. And how do you define recently?
 12 A. Within the last year and a half, I would guess,
 13 plus or minus.
 14 Q. Okay. And that's the property that he turned over
 15 to you and that you paid him no money for it?
 16 A. That's correct.
 17 Q. Okay. Your father actually bought this property
 18 while you were in the military service?
 19 A. We bought it while I was in the military service
 20 with him.
 21 Q. Okay. And it has -- it was your father and mother
 22 and you and your wife?
 23 A. That's correct.
 24 Q. And while you were in the military service, the
 25 property was being paid on?

1 did you?
 2 A. No, I did not.
 3 Q. Do you know how much that property is worth now?
 4 A. Yeah. I had it appraised in 2005.
 5 Q. What was the appraised value?
 6 A. \$160,000.
 7 Q. And was that for the whole parcel or half of the
 8 parcel?
 9 A. It's for the whole parcel.
 10 (Exhibit A was marked.)
 11 BY MR. ROSE:
 12 Q. Showing you what's been marked for identification
 13 as Exhibit A, do you recognize that?
 14 A. I believe I do.
 15 Q. What do you recognize it as?
 16 A. It's a quitclaim deed that my father sent to me
 17 for his half of the North Fork property.
 18 Q. After sending that deed to you, do you recall your
 19 father visiting with you in Louisiana?
 20 A. You mean after that?
 21 Q. Yeah.
 22 A. Yeah, he visited after that.
 23 Q. How soon after?
 24 A. Oh, I don't recall.
 25 Q. Do you have any record showing when he may have

1 A. Yes.
 2 Q. And your father made payments on your behalf?
 3 A. No.
 4 Q. How many times do you recall your father asking
 5 that the property be returned?
 6 A. Oh, maybe two or three in the last -- two or
 7 three, I guess.
 8 Q. Have you returned the property?
 9 A. No.
 10 Q. After the property was transferred to you, do you
 11 recall meeting with your father and sister and Craig
 12 and yourself where this half of the property that was
 13 transferred to you was discussed?
 14 A. My father, my sister, my --
 15 Q. And you?
 16 A. -- brother and me, no, I don't recall.
 17 Q. Do you ever recall a family meeting where you
 18 agreed that Natalie's half of that North Fork property
 19 should go to Maureen?
 20 A. No, I was never at a family meeting for that.
 21 Q. Are you aware that your father has some property
 22 in Canada?
 23 A. Oh, yes.
 24 Q. And where was that property located?
 25 A. Well, the property I know about was in Moyie,

1 British Columbia.
 2 Q. Do you know when your father acquired the
 3 property?
 4 A. That's -- I don't know exactly. It was many, many
 5 years ago.
 6 Q. Okay. Are you aware that your father sold the
 7 property?
 8 A. Yes, I am.
 9 Q. And when do you recall that he sold the property?
 10 A. I believe he sold the property in the year -- it
 11 closed in the year 2000, I believe.
 12 Q. And when was that in relation to when the North
 13 Fork property was deeded to you?
 14 A. I don't know.
 15 Q. Did you discuss the sale of the Moyie property
 16 with your father?
 17 A. At any point in our lives? Yes.
 18 Q. Before the sale.
 19 A. I don't know. I assume that I did, but I don't
 20 recall a specific discussion.
 21 Q. Do you have a recollection about having a
 22 discussion about the sale of the Moyie property with
 23 your father and sister?
 24 A. I don't recall it, no.
 25 Q. Okay. Do you recall your sister ever expressing

1 Q. And had you discussed the sale of the Moyie
 2 property with your father before then?
 3 A. I would assume so.
 4 Q. And what did you discuss with him before you began
 5 cleaning up this paperwork?
 6 A. I don't recall.
 7 Q. You ever discuss the payment of taxes?
 8 A. Before that? I don't recall discussing the
 9 payment of taxes before that, no.
 10 Q. Did you get any money from the sale of the Moyie
 11 property?
 12 A. No.
 13 Q. Did you advise your father to pay taxes, US taxes
 14 on the sale of the property?
 15 A. We took him to an accountant to help him work that
 16 out. Yeah, I would always advise paying taxes.
 17 Q. What accountant did you take him to?
 18 A. Schoonmaker.
 19 Q. Schoonmaker. Did you speak with Mr. Schoonmaker?
 20 A. Yes.
 21 Q. And what did you hear in your conversation with
 22 Mr. Schoonmaker, if anything, between your father and
 23 him?
 24 A. About?
 25 Q. About the sale of the Moyie property.

1 her feelings about the sale of the Moyie property?
 2 A. I don't know what her feelings were, no, so I
 3 obviously don't.
 4 Q. Do you recall if your father visited with you
 5 after the sale of the Moyie property and in close
 6 proximity afterwards?
 7 A. I don't recall how close or when he visited in
 8 close proximity, or in the year 2000. I don't know
 9 when he visited.
 10 Q. Do you know how much your father sold the Moyie
 11 property for?
 12 A. \$300,000, I believe.
 13 Q. And how did you learn that?
 14 A. In talking with him afterwards.
 15 Q. Do you know what happened to the money from the
 16 sale of the Moyie property?
 17 A. No.
 18 Q. Did you ever discuss the payment of taxes on the
 19 sale of the Moyie property with your father?
 20 A. Yes, we did.
 21 Q. And when did you discuss that?
 22 A. When we began helping him clean up his paperwork
 23 mess.
 24 Q. And when was that?
 25 A. I'm guessing 2003, 2004.

1 A. Well, let's see. I think we were concerned that
 2 he had not filed income taxes for that year, and we
 3 were concerned that he had not done so because he was
 4 afraid that the taxes would be high. But that's all I
 5 remember.
 6 Q. Okay. And when you say we were concerned, who was
 7 "we"?
 8 A. My wife and I.
 9 Q. Did Mr. Schoonmaker express a concern that you
 10 heard?
 11 A. Well, he wasn't concerned. He was very
 12 professional. And I believe he wrote a letter to the
 13 IRS on my father's behalf just to try and get it all
 14 straightened out.
 15 Q. Do you know if it got straightened out?
 16 A. I don't know.
 17 Q. Do you recall visiting this North Idaho area in
 18 around Christmas in 2004?
 19 A. I don't recall it, no.
 20 Q. When did you close on your Sandpoint property?
 21 A. In late 2004.
 22 Q. Were you here when you closed?
 23 A. No.
 24 Q. Did you come up and visit the property after you
 25 closed that year?

1 A. No, not that year.
 2 Q. Do you recall being in this area in December of
 3 2004?
 4 A. No, I don't. I don't believe I was.
 5 Q. Do you recall -- do you recall going into your
 6 father's home around Christmastime of whatever year
 7 when your father wasn't present?
 8 A. No.
 9 Q. Did you ever visit your father's home when he
 10 wasn't present?
 11 A. Over the years I'm sure I was in there when he was
 12 not there. Over the years, of course.
 13 Q. Do you recall being there in 2004 when your father
 14 wasn't present due to his surgery or care?
 15 A. I don't recall, no.
 16 Q. Did your father have a key to his home hidden
 17 outside?
 18 A. I'm sure he did.
 19 Q. Did you know the location of it?
 20 A. I did for a while.
 21 Q. Did you ever have to go into your father's home
 22 and need to go to a neighbor of his to get a key to go
 23 in?
 24 A. Not that I recall, no.
 25 Q. Do you recall being contacted by Spike Angle from

1 A. I never saw it open. My understanding is it was
 2 behind the paneling.
 3 Q. Were you ever aware of what was kept in there?
 4 A. I was told his coin collection was there.
 5 Q. Your father ever discuss with you his allegation
 6 that you took things out of his home; to wit, the guns
 7 and the coin collection?
 8 A. Yeah, he did.
 9 Q. Okay. And when was that?
 10 A. 2006.
 11 Q. Did you ever discuss it with any members of the
 12 Osburn Police Department or any other police
 13 department?
 14 A. Yes.
 15 Q. And who did you discuss it with with the police
 16 department?
 17 A. That would be Spike Angle. That's the only one.
 18 Q. And who -- did you contact Mr. Angle or Mr. Angle
 19 contact you?
 20 A. I don't remember.
 21 Q. What was your contact with Mr. Angle?
 22 A. What was my contact?
 23 Q. Yeah. What was said in your conversation, if any,
 24 with him?
 25 A. Well, we talked about what my father's claims

1 the Osburn Police Department?
 2 A. Yes.
 3 Q. And when was that?
 4 A. I believe it was in the spring of '06.
 5 Q. What was the reason for Spike Angle's contact?
 6 A. Well, actually, I don't think Spike contacted me,
 7 now that you say that. I was contacted by an insurance
 8 agent.
 9 Q. Who was the insurance agent?
 10 A. I don't remember his name.
 11 Q. Do you recall who he was supposed to be
 12 representing?
 13 A. My father's home insurance company evidently.
 14 Q. And what was your discussion with the insurance
 15 agent?
 16 A. They were investigating the reported theft of
 17 several guns, three coffee cans full of coins.
 18 Q. And why was the insurance agent contacting you?
 19 A. Because my father and my sister were accusing me.
 20 Q. Were you aware of hiding places in your father's
 21 home?
 22 A. I was aware of some of them, yes.
 23 Q. Particularly one near a fireplace?
 24 A. Yes.
 25 Q. And describe that hiding place to me.

1 were.
 2 Q. Okay. And what were you informed your father's
 3 claims were?
 4 A. Well, the same thing I just told you, which is I
 5 believe it was three guns or four guns -- excuse me,
 6 four guns and three coffee cans full of coins.
 7 Q. Mr. Angle was aware of those items and questioned
 8 you about them?
 9 A. He was aware of those items.
 10 Q. My question is: Was Mr. Angle aware of these
 11 items and questioned you about them?
 12 A. I'm not sure what you mean by "aware of the
 13 items."
 14 Q. Well, did Mr. Angle question you about these guns
 15 and coins?
 16 A. Yeah. That's what we talked about, yes.
 17 Q. Now, you've been in your father's safety deposit
 18 box; is that correct?
 19 A. That's correct.
 20 Q. On many occasions; is that correct?
 21 A. I don't know how many occasions, but I have been
 22 there more than once, yeah.
 23 MR. ROSE: B.
 24 (Exhibit B was marked.)
 25 ///

1 BY MR. ROSE:
 2 Q. Showing you what's been marked for identification
 3 as Exhibit B, do you recognize that?
 4 A. Well, I'm assuming because of your previous
 5 question this has to do with his safety deposit box at
 6 Bank of America.
 7 Q. Do you see anything on there that you recognize to
 8 be your signature or your wife's signature?
 9 A. Yes, uh-huh.
 10 Q. And point out to me or refer to the dates and the
 11 times that you believe has your signature.
 12 A. Okay. August 13th of '04. August 19th of '04.
 13 August 30th of '05.
 14 Q. And your wife's signature would appear where, as
 15 you recognize her signature, if you do?
 16 A. Yes, uh-huh. The same places.
 17 Q. And on those days where your signature is shown,
 18 were you in your father's safety deposit box at that
 19 time?
 20 A. Yes.
 21 Q. Do you recall some difficulty about your father
 22 not being able to locate his key to the safety deposit
 23 box?
 24 A. My father has had trouble locating keys his whole
 25 life, so I don't specifically remember that.

1 Q. What do you recall him removing?
 2 A. He gave me a copy of my birth certificate, and
 3 ultimately he gave me -- he gave us a copy of my
 4 brother's birth certificate.
 5 Q. Anything else?
 6 A. Not that I recall, no.
 7 Q. Do you recall returning things to your father
 8 after the Osburn police contacted you?
 9 A. I returned some -- let's see. No. I don't think
 10 it was after the Osburn police, huh-uh.
 11 Q. Okay. Well, do you recall returning some things
 12 to your father out of the safety deposit box?
 13 A. No, not anything out of the safety deposit box.
 14 Q. Did you ever have your father's debit card?
 15 A. No.
 16 Q. Did you ever return it to him?
 17 A. I never had it.
 18 Q. Okay. Did you ever have his title to his Isuzu
 19 Rodeo?
 20 A. Not that I know.
 21 Q. What items do you recall that you mentioned here a
 22 minute ago returning to your father?
 23 A. Um, financial records that we had brought to
 24 Sandpoint with his approval to --
 25 Q. But when did you return those?

1 Q. Now, this August '05 where you indicated your
 2 signatures were, that's prior to the -- or near the
 3 time that you took your father up to Sandpoint to
 4 visit?
 5 A. Yes, that would be near the time.
 6 Q. And that's right near the Katrina time?
 7 A. Yeah.
 8 Q. And when in relation to picking your father up to
 9 take him to Sandpoint was that August 30th date?
 10 A. That was after we had picked him up and after --
 11 if it's August 30th, it was after we had picked him up
 12 and, I believe -- yeah, it was after we had already
 13 picked him up and spent some time in Sandpoint.
 14 Q. What date was Katrina, if you remember?
 15 A. It was right about there, 8/30, 8/31, somewhere in
 16 there, right at the end.
 17 Q. Did you remove anything from your father's safety
 18 deposit box?
 19 A. Did I personally?
 20 Q. Yes.
 21 A. No.
 22 Q. Did your wife?
 23 A. No.
 24 Q. Do you recall -- well, did your father?
 25 A. He did on one occasion that I remember.

1 A. It would have been in early '06.
 2 Q. Was that after the Osburn Police Department
 3 contacted you?
 4 A. I really don't know, but I believe it was before.
 5 Q. Did you ever see that title -- or strike that.
 6 Your father's indicated that you've removed money
 7 and stocks and things from his safety deposit box. Do
 8 you deny that?
 9 A. Yes, I deny that.
 10 Q. And after he accused you, after your father
 11 accused you of doing that, he demanded his property
 12 returned; is that correct?
 13 A. What property are you talking about?
 14 Q. Whatever property you had.
 15 A. He never -- well, first of all, I deny taking it.
 16 And secondly, so I can't return something I haven't
 17 taken.
 18 Q. Okay. How voluminous were these financial records
 19 that you had in your possession up there that were
 20 taken from your father's house, I take it, to
 21 Sandpoint -- is that correct?
 22 A. That is correct.
 23 Q. How voluminous were those records?
 24 A. Um, I believe they were two big boxes. They may
 25 have been more voluminous when we took them because

1 there was a lot of duplication. There were past due
 2 notices and past due notices and --
 3 MR. DEAN: You've answered the question.
 THE WITNESS: Yeah.
 5 BY MR. ROSE:
 6 Q. Well, you said they were more voluminous than when
 7 you took them. What was more voluminous than you
 8 returned?
 9 A. Well, we organized them and put them in some sense
 10 of order.
 11 Q. And when you returned those records, how did you
 12 return them?
 13 A. Drove them to his house.
 14 Q. Drove them to his house?
 15 A. Well, I didn't drive them. I put them in the car
 16 and then I drove the car to his house, yes.
 17 Q. And how were they delivered to your father?
 18 A. I carried them.
 19 Q. You had them in your car. How did you get them to
 20 your father?
 21 A. I carried them into the house.
 22 Q. Okay. Was your father present?
 23 A. Yes.
 24 Q. And were the boxes opened after you carried them
 25 in?

1 you were helping your father pay his bills and
 2 organize?
 3 A. Started in 2002, and it continues today. More
 4 paying bills, less organizing, since I've -- since
 5 2005.
 6 Q. Now, you've indicated that your -- I believe that
 7 your father complained about lack of money?
 8 A. In 2000 -- late 2002, he told us he was broke,
 9 yeah.
 10 Q. And that was when he was trying to get his -- or
 11 the river property back, the North Fork property back,
 12 correct?
 13 A. Incorrect, no.
 14 Q. He asked you for the North Fork property back at
 15 that time, didn't he?
 16 A. No.
 17 Q. And what was your response to your father saying
 18 he was broke?
 19 A. Well, we sat down and talked with him and got him
 20 to define his situation as best he could. He didn't
 21 just say he was broke; he also asked for our help. And
 22 we told him that we would try and help him to the best
 23 of our ability.
 24 Q. Did you do anything in that regard to help him?
 25 A. Yeah. We started paying off some of his bills.

1 A. While I was there?
 2 Q. Yes.
 3 A. I don't recall.
 4 Q. Okay. You don't recall opening the boxes and
 5 explaining to your father what you did with his --
 6 A. I don't recall that, no.
 7 Q. And you said that was in early '06. This was --
 8 that was -- those documents were returned after your
 9 father had made demands on you for return of property?
 10 MR. DEAN: Objection. Misstates his
 11 testimony. Go ahead and answer. Tell him again.
 12 THE WITNESS: Yeah. I returned them the
 13 first time I came back to Idaho after Hurricane
 14 Katrina.
 15 BY MR. ROSE:
 16 Q. And I thought you said that was early in '06.
 17 A. I did.
 18 Q. Okay.
 19 A. I'm --
 20 MR. ROSE: Let's take a break at this point
 21 in time. We've been at it for a little more than an
 22 hour.
 23 (A brief recess was taken.)
 24 BY MR. ROSE:
 25 Q. Mr. McKee, do you recall what years it was that

1 Q. Did you try to put him on a budget?
 2 A. Yeah, we did try and work on a budget so we'd know
 3 what we were working with.
 4 MR. ROSE: C.
 5 (Exhibit C was marked.)
 6 BY MR. ROSE:
 7 Q. Showing you what's been marked for identification
 8 as Exhibit C, do you recognize that?
 9 A. It looks like the budget we were trying to work
 10 up.
 11 Q. There's some -- on the first page of it there's
 12 some handwriting and it starts out with "Daddy." Do
 13 you recognize that?
 14 A. Yes.
 15 Q. Whose handwriting is that?
 16 A. That would be mine.
 17 Q. How did you come to the figures that are indicated
 18 in this budget?
 19 A. They came from my father.
 20 Q. And which figures came from your father?
 21 A. Well, all I've seen so far were his estimates.
 22 Q. Did you -- well, are these figures his estimate of
 23 his expenses or did you play some part in filling in
 24 the items in this?
 25 A. They were his estimates, but I believe we filled

1 them in for him.
 2 Q. Where did he come up with this format?
 3 A. I think we provided the format.
 4 Q. And what does your note say on page one?
 5 A. Well, it's half missing, so I can read you -- This
 6 copy...the numbers something from your estimate...while
 7 you were here...you need to double -- so I don't know
 8 what -- since we're missing some words, I can't read
 9 the whole --
 10 Q. Do you have a copy of this?
 11 A. Not with me. If I have one, I don't know where it
 12 is at this point.
 13 Q. You played no part in putting -- suggesting any of
 14 these numbers?
 15 A. In suggesting any of these numbers?
 16 Q. Yeah.
 17 A. Yeah. They were his numbers, but we asked him the
 18 questions and discussed them with him and he made the
 19 estimates.
 20 Q. Did you think this budget was sufficient?
 21 A. This was probably just one of many that we worked
 22 up trying to get a handle on what he was going to need.
 23 Q. Did you work -- this bears a date of May 31, 2002,
 24 in the upper right-hand corner. Was that a correct
 25 date when this was compiled?

1 Q. Do you recall what brought about your contact with
 2 your father in July of 2006?
 3 A. Yeah, I do.
 4 Q. And what was that?
 5 A. The letter he sent me.
 6 Q. And there was no contact -- well, what was your
 7 contact after the letter that he sent you?
 8 A. Well, I called him several times afterwards, or at
 9 least twice, maybe three times, to confirm that what he
 10 said in the letter is what he really wanted.
 11 Q. And it was what he wanted?
 12 A. Well, that's what he said. I'm not sure what he
 13 wanted.
 14 Q. That's what he told you he wanted on several
 15 occasions?
 16 A. He told us that he wanted what he said in the
 17 letter.
 18 MR. ROSE: D.
 19 (Exhibit D was marked.)
 20 BY MR. ROSE:
 21 Q. Showing you what's been marked for identification
 22 as Exhibit D, do you recognize that?
 23 A. I believe I do. I haven't read it all.
 24 Q. Go ahead and look at it and familiarize yourself
 25 with it, please.

1 A. I have no idea, but I would just have to assume.
 2 Q. Did your father put the typewritten figures in
 3 there?
 4 A. No. I said we probably entered them. He made up
 5 the numbers, he give us the numbers, we entered them.
 6 Q. Who entered the date in the upper right-hand
 7 corner, May 31, 2002?
 8 A. Well, I would assume that we did, yeah.
 9 Q. "We" being?
 10 A. Either my wife or I, yeah.
 11 Q. Do you recall if you did a budget after this one?
 12 A. It was an ongoing process, yes, I would assume we
 13 did. This was -- if this was --
 14 Q. Do you know if you did --
 15 A. Can I answer the question?
 16 Q. Do you know if you did a budget after this one?
 17 A. I believe it was an ongoing process. We redid it
 18 several times.
 19 Q. How long was it ongoing?
 20 A. It was probably through 2005.
 21 Q. Do you have a copy of a more recent budget?
 22 A. No, I don't.
 23 Q. Do you recall what caused your last -- or your
 24 contact with your father in July of 2006?
 25 A. Do I recall?

1 A. Okay.
 2 Q. Do you recognize that letter?
 3 A. Yes, I do.
 4 Q. And is that the letter that you were referring to?
 5 A. It was the letter you were referring to, yes.
 6 Q. Okay. And that's the letter you received in July
 7 of 2006?
 8 A. This is a copy of it, yes.
 9 Q. And do you recognize the handwriting on it?
 10 A. Yes.
 11 Q. And whose writing do you recognize it to be?
 12 A. My father, Bill McKee.
 13 Q. He starts out in this letter saying: I'm not
 14 crazy or losing my mind.
 15 Did you think he was crazy or losing his mind at
 16 that time?
 17 A. Not really crazy or losing his mind, no.
 18 Q. He said he knows what he's missing and what he did
 19 and did not give away.
 20 Did you doubt that he knew what he was missing?
 21 A. Yeah, I guess I did.
 22 Q. What did you doubt that he was missing?
 23 A. Um, well, he never specifically said he was
 24 missing anything until it came up to the coins and the
 25 guns; and that was the first I heard about it.

1 Q. And you'd heard about that before this July 6th
 2 letter, didn't you?
 3 A. Yes, I did.
 4 Q. Okay. Did you think he didn't know what he did or
 5 did not give away?
 6 A. I don't know what he did or did not know or --
 7 Q. Um, did you make any written response to this
 8 letter?
 9 A. No, I don't believe I did. I don't recall.
 10 Q. Have you responded or corresponded with your
 11 father in writing?
 12 A. I have, yes.
 13 Q. How recently?
 14 A. Not since this letter.
 15 Q. Do you have copies of your correspondence with
 16 your father up here with you?
 17 A. No.
 18 Q. Did you -- in your discussions with your father
 19 after this letter, did you discuss the contents of it
 20 with him?
 21 A. Yes.
 22 Q. Okay. And what did you discuss when he wrote:
 23 Hell, you sent Mina's brother and kids to live with me
 24 and your mother while he was wanted by the FBI?
 25 A. Well, I told him I did not send Phillip and his

1 A. I didn't know, so no.
 2 Q. Okay. Your father continues: You told me that
 3 you would give back my river property before Christmas.
 4 Did you tell him that?
 5 A. No.
 6 Q. Did you ever tell him you'd give him back his
 7 river property?
 8 A. No.
 9 Q. And that's because you don't want to give it back?
 10 A. I guess that would be one reason, yeah.
 11 Q. Will you give your father's river property back to
 12 him?
 13 A. No.
 14 Q. Why?
 15 A. Because I don't want to. We already established
 16 that.
 17 Q. Well, why don't you want to give your father's
 18 river property back to him?
 19 MR. DEAN: He's answered the question.
 20 THE WITNESS: I don't want to.
 21 BY MR. ROSE:
 22 Q. Why?
 23 MR. DEAN: He's answered the question.
 24 MR. ROSE: I have the right to ask him his
 25 reasons.

1 children to them for them to care for them, or aid or
 2 abet them. I called them to give them a heads-up so
 3 they would know what the situation was. They could
 4 make up their own mind.
 5 Q. Okay. When you called him and informed him, were
 6 you aware that your brother-in-law was wanted by the
 7 FBI?
 8 A. I don't believe he was at the time I first called
 9 them.
 10 Q. What did you call them and inform them to be aware
 11 of?
 12 A. That he had taken his children and was trying to
 13 keep them away from his mother -- their mother.
 14 Q. Did you tell the children's mother that he was
 15 coming up here to Idaho with those kids?
 16 A. I didn't know he was coming up here.
 17 Q. Well, you gave your dad a heads-up about it,
 18 didn't you?
 19 A. I told him it's possible. He was moving around,
 20 obviously.
 21 Q. Did you tell the kid's mother where he might be
 22 going?
 23 A. I didn't know where he was going.
 24 Q. Did you tell them he might be coming up here to
 25 see your father?

1 BY MR. ROSE:
 2 Q. Why?
 3 MR. DEAN: He's told you, he doesn't want
 4 to. End of question.
 5 MR. ROSE: No, it's not the end of the
 6 question.
 7 MR. DEAN: Yes, it is.
 8 BY MR. ROSE:
 9 Q. Why?
 10 MR. DEAN: Don't answer the question. Asked
 11 and answered.
 12 THE WITNESS: I don't want to and that's --
 13 MR. ROSE: I'm going to take a break. I
 14 think that might be the end of our deposition until we
 15 have a motion to compel.
 16 MR. DEAN: Okay. All right. For the
 17 record, you've got plenty of opportunity to continue
 18 with any relevant question you've got other than trying
 19 to browbeat the witness, and to go ahead and complete
 20 the deposition.
 21 (A brief recess was taken.)
 22 BY MR. ROSE:
 23 Q. Will you give your father his river property back,
 24 Mr. McKee?
 25 MR. DEAN: Objection. It's been asked and

1 answered. Instruct him not to answer.
 2 MR. ROSE: Go ahead and answer.
 3 MR. DEAN: I just told him, Counsel, and you
 4 heard it, I told him not to answer.
 5 MR. ROSE: It's not asked and answered.
 6 MR. DEAN: Yes, it is. He's told you no.
 7 MR. ROSE: No, it's not, Mr. Dean.
 8 MR. DEAN: Yes, it is. He's told you at
 9 least four times the answer is no.
 10 BY MR. ROSE:
 11 Q. Then why won't you give him his property back?
 12 MR. DEAN: All right. Objection. Been
 13 asked and answered. Don't answer the question.
 14 BY MR. ROSE:
 15 Q. What was your conversation with your father in
 16 February 2007?
 17 A. I called to see how he was doing, see if he still
 18 remembered the letter, still felt the same way.
 19 Q. And his response?
 20 A. He didn't remember all about the letter, but he
 21 was mad at me because he thought I'd stolen his stuff.
 22 Q. And during that conversation you asked him to drop
 23 the suit or not sue you?
 24 A. No, indeed.
 25 Q. You asked him to give you the Priest Lake?

1 Q. And did he say -- you asked him if he was okay.
 2 Did he say if he was okay?
 3 A. He said he was doing okay, considering.
 4 Q. Well, you gave me two different questions there.
 5 A. I --
 6 Q. And you asked him if he felt the same. What was
 7 the third question you asked him?
 8 A. Well, I asked him how he was doing, if he still
 9 felt the same that he had about the letter in that he
 10 did not want any contact with me or from my brother.
 11 And I don't know, I mean --
 12 Q. And that was still true?
 13 A. Yeah, he said it was still true.
 14 Q. Did you tell him that you were seeking
 15 guardianship of him?
 16 A. I don't recall that I did, but I don't recall.
 17 Q. If I am looking at this copy of the petition
 18 correctly, I think it says it was filed March 28th.
 19 MS. MASSEY: February.
 20 MR. ROSE: Filing stamp?
 21 MS. MASSEY: Mine --
 22 MR. DEAN: February 28th.
 23 BY MR. ROSE:
 24 Q. So you recall -- did you know that the
 25 guardianship had already been filed when you spoke with

1 A. No.
 2 Q. It was right after that February 2007 -- or was it
 3 after February 2007 you filed this guardianship?
 4 A. I don't remember whether it was after or before
 5 that phone call, no.
 6 Q. Showing you a copy of the guardianship petition,
 7 do you recognize that, the signature?
 8 A. Yes, that's my signature.
 9 Q. And what's the date of it?
 10 A. 14th of February.
 11 Q. And do you recall if that was before or after your
 12 February conversation with your father?
 13 A. Not without looking at the records, no.
 14 Q. Do you have your record to tell me when your
 15 February conversation was?
 16 A. It was on March 15th.
 17 Q. Okay. You didn't have a conversation with him in
 18 February?
 19 A. Not according to my phone records.
 20 Q. And what was your March 15th conversation?
 21 A. I think I just told you that I asked how he was
 22 doing, if he was okay, asked him if he still wanted us
 23 not to contact him and --
 24 Q. Did he say how he was doing?
 25 A. Well, he said he was doing okay, considering.

1 your father in March?
 2 A. Well, I knew we were moving in that direction. I
 3 don't recall that I knew whether or not it was filed
 4 and whether it had any relevance to my phone call. I
 5 don't know.
 6 Q. But in any event, you did not tell your father
 7 about it?
 8 A. I said, not that I recall.
 9 Q. In the visitor's report, it indicated that your
 10 father traveled worldwide. Now, I believe this was a
 11 statement attributed to you. Do you know your father
 12 to have traveled worldwide?
 13 A. I believe he has, yes, but I don't remember the
 14 statement you're talking about.
 15 Q. Okay. It wasn't a statement from you. It was a
 16 statement in the visitor's report, as I recall it. Did
 17 you read that visitor's report?
 18 A. Yes, I did.
 19 Q. Okay. Now, do you know your father to have
 20 traveled worldwide?
 21 A. I believe he has, yes.
 22 Q. And do you recall when?
 23 A. When he went where?
 24 Q. Traveled worldwide.
 25 A. Well, worldwide isn't necessarily one trip.

1 Q. Did he take trips around the world?

2 A. I believe -- I don't know whether he went

3 completely around the world, but I think he's been on

4 most of the continents, yeah.

5 Q. Do you know if your sister enabled any of that

6 travel?

7 A. Well, she was an airline employee, so I think they

8 got a discount for their travel.

9 MR. ROSE: E.

10 (Exhibit E was marked.)

11 BY MR. ROSE:

12 Q. Showing you what's been marked as Exhibit E, do

13 you recognize the handwriting there first?

14 A. Well, it looks kind of like my mother's, yes.

15 Q. And do you recognize the signature at the bottom

16 of the page?

17 A. Looks kind of like my mother's, yes.

18 Q. Do you recall having seen this document before?

19 A. Yes, I have.

20 Q. When's the first time that you recall seeing it?

21 A. I believe in 2000 -- late 2002.

22 Q. And what was the occasion that you saw it then?

23 A. A copy was mailed to me.

24 Q. By whom?

25 A. By my sister, I believe.

1 Q. Did he change the

2 A. He has changed it here recently, yes.

3 Q. Did you discuss this Exhibit E with any members of

4 your family that you can recall other than Maureen

5 after she sent it to you as you testified?

6 A. Yes, I did.

7 Q. And what members?

8 A. I certainly would have discussed it with my wife.

9 Q. Other than that?

10 A. I'm sure I discussed it with my brother.

11 Q. Other than that?

12 A. Well, not that we haven't already covered.

13 Q. I'm going to turn now to the verified petition for

14 appointment of guardian/conservator, the document I

15 showed you just moments ago. Are you familiar with

16 that document?

17 A. I can't say I'm intimately familiar with it,

18 but --

19 Q. Well, look at it and tell me if that's the

20 document that you signed to be presented to the Court,

21 please.

22 A. (Witness complies.)

23 Q. The document I showed you, that was the petition

24 for guardianship that you signed?

25 A. That's correct.

1 Q. Had you had any knowledge of this will prior to

2 that being mailed to you?

3 A. No.

4 Q. You deny any conversation about it with your

5 father?

6 A. Yes, I do.

7 Q. Deny any conversation about it with your mother?

8 A. Yes.

9 Q. Deny any conversation about it with Maureen?

10 A. Maureen and I had conversations about it after she

11 sent it to me, yes.

12 Q. You deny seeing it in your father's safety deposit

13 box?

14 A. I did see it in my father's safety deposit box two

15 years later.

16 Q. Two years later than when?

17 A. Than the first time I saw it.

18 Q. And when do you first recall seeing it?

19 A. In late 2002.

20 Q. Did you have any discussions with your father

21 about it?

22 A. Probably.

23 Q. Do you recall what they were?

24 A. I know initially he told me he didn't know it

25 existed either.

1 Q. Okay. In paragraph two it states: The alleged

2 ward is being taken advantage of financially by his

3 daughter, Maureen.

4 What evidence did you base that statement on?

5 A. Most of the evidence is financial, and I will

6 defer to our accountant.

7 Q. Well, what financial information did you have at

8 the time you signed this petition?

9 A. Well, we had copies of some of his -- some of his

10 financial records that we made.

11 Q. What finan -- that you made?

12 A. Yes, with his approval.

13 Q. Are those from the records that you returned to

14 him?

15 A. Some were and some were made from right there in

16 his house, with his approval, once again.

17 Q. And when were those records made?

18 A. Probably over the course of a couple years.

19 Q. Okay. What evidence did you have about your

20 father's finances between when you turned his records

21 back, or you mailed those records back to when you

22 filed this petition?

23 A. State that question again. I want to make sure I

24 understand that one.

25 Q. What evidence did you have other than those

1 records that you referred to from between the period of
 2 July of 2006 and the time that you filed this petition?
 3 A. What evidence did I have?
 4 Q. Um-hmm.
 5 A. I had evidence from witnesses here in the valley.
 6 Q. Okay. What witnesses?
 7 A. Neighbors, housekeeper.
 8 Q. What neighbors?
 9 A. The Kloos (phonetic) family.
 10 Q. Which Klooses?
 11 A. Judy primarily.
 12 Q. What other ones?
 13 A. I can't think of her husband's name all of a
 14 sudden. Her husband, yeah.
 15 Q. Okay. And you mentioned --
 16 A. Randy.
 17 Q. Who else?
 18 A. I said Randy Kloos is her husband.
 19 Q. All right. I thought you said a caregiver.
 20 A. Yes, the caregiver/housekeeper.
 21 Q. And who was that?
 22 A. Kathy Shook.
 23 Q. Any other evidence?
 24 A. Yes, uh-huh.
 25 Q. What?

1 A. Not before filed the petition, no.
 2 Q. Your attorney referred to an accountant earlier.
 3 Who was that accountant?
 4 A. His name is Curtis Clark.
 5 Q. Where is he from?
 6 A. Well, his offices are in Coeur d'Alene. I don't
 7 know where he's from.
 8 Q. Have you met the person?
 9 A. Yes.
 10 Q. When did you meet him?
 11 A. I've talked to him on the phone, but I actually
 12 met him today.
 13 Q. Did you provide that person with some records?
 14 A. I provided him with copies of records, yes.
 15 Q. What records?
 16 A. Oh, records of bank records, credit card records,
 17 some -- yeah.
 18 Q. And for what period of time did those records
 19 cover?
 20 A. Well, we've got records from '99 on. They're
 21 incomplete records, but they're records.
 22 Q. When do your records end?
 23 A. Most of our good records ended in early 2005.
 24 Q. Why did they end at that point in time?
 25 A. Well, my father became increasingly convinced that

1 A. Well, we heard that his checks were bouncing all
 2 over town, that --
 3 Q. Who'd you hear that from?
 4 A. Well, my brother got a call initially from an
 5 employee at the Osburn grocery store and said there was
 6 a problem. And my brother said, well, send them to me
 7 and I will make them good. And they did that for a
 8 while, but they quit sending them and said they
 9 couldn't do it anymore.
 10 Q. And when did that happen?
 11 A. Probably late 2006, early 2007.
 12 Q. And that was the calls to your brother?
 13 A. We also heard the police chief visited the Kloos
 14 family and was trying to figure out what was going on,
 15 and he was quoted to the Kloos family as saying that my
 16 father and my sister had both bounced checks in town
 17 and was this -- there was a problem.
 18 Q. Any other evidence from after July 2006 to when
 19 you filed the petition?
 20 A. I'm not sure that -- no, not from until after we
 21 filed the petition, I don't believe.
 22 Q. Okay. After the petition -- well, let's stay with
 23 before. Before the petition, did you hire some
 24 accountant to look into your father's finances for the
 25 period of July 2006 to when you filed the petition?

1 I had stolen everything and didn't want to have
 2 anything to do with me.
 3 Q. Well, why wouldn't he think that when you won't
 4 give his river property back?
 5 MR. DEAN: Objection. It's argumentative.
 6 Don't answer the question.
 7 BY MR. ROSE:
 8 Q. What was it that Judy and Randy Kloos reported to
 9 you that made you feel that the petition should be
 10 filed?
 11 A. Well, I already mentioned that he was obviously
 12 under dire financial straits.
 13 Q. Did Klooses report that to you?
 14 A. Well, I told you already that the police chief had
 15 visited them and told them that he was investigating
 16 some bad checks that were written.
 17 Q. My question to you was: What did Mr. or
 18 Mrs. Kloos report to you that led you to believe the
 19 petition was appropriate?
 20 A. Well, my initial -- as I started to answer, he was
 21 in dire financial straits.
 22 Q. Did Klooses report that to you?
 23 A. Well, they reported that he was bouncing checks.
 24 That would indicate to me he was in dire financial
 25 straits.

1 Q. Klooses reported he was bouncing [redacted]ks?
 2 A. Yes.
 3 Q. What else did they report to you?
 4 A. Oh, incidents of injury by the dog, of --
 5 Q. What incidents?
 6 A. The dog -- I don't remember specific incidents,
 7 but walking the dog, the dog would sometimes pull him
 8 so hard that he would fall and was injured a number of
 9 times.
 10 Q. Okay.
 11 A. The fact that they would run into him in the yard
 12 and he wouldn't know who they were, or he wouldn't know
 13 who they were, or he would confuse them with someone
 14 else.
 15 Q. What else?
 16 A. From the Klooses, that's it.
 17 Q. Which of the Klooses reported those things to you?
 18 A. Judy primarily, almost exclusively, yeah.
 19 Q. What did Randy Kloos report to you?
 20 A. And I'm trying to think. I don't think I've
 21 talked to Randy in 2006. I don't think I've talked to
 22 Randy, so let's just credit this all to Judy.
 23 Q. What information did you receive from Kathy -- is
 24 it Shook or Snook --
 25 A. Shook.

1 Q. So we spoke of R [redacted] Kloos and Judy Kloos and
 2 Kathy Shook. What other information -- and Spike --
 3 what other information did you have from the period of
 4 '06 July?
 5 A. We also talked about the employee at the grocery
 6 store.
 7 Q. Okay. Did you speak with that employee?
 8 A. No. He spoke to my brother. He's a friend of my
 9 brother.
 10 Q. Okay. Any other evidence that you based your
 11 petition on?
 12 A. Not off the top of my head that I recall.
 13 Q. In the petition you said that the ward is being
 14 taken advantage of financially by his daughter Maureen,
 15 and has been exploited financially by his daughter
 16 Maureen over a period of years.
 17 How has Mr. McKee been exploited by his daughter
 18 Maureen or taken advantage of financially?
 19 A. Well, they ultimately -- we're going to let our
 20 accountant present that.
 21 Q. What evidence did you have at the time that you
 22 filed this petition that Bill, your father, had been
 23 taken advantage of financially by his daughter or
 24 exploited financially?
 25 A. In the copies of records that we had, we saw

1 Q. -- that led you to believe that a guardianship
 2 petition was appropriate?
 3 A. Well, she had told us that he was in arrears with
 4 his house payments, that there were weeks in which she
 5 was instructed to only spend \$10 a week on groceries,
 6 that his dental appliance was broken so he couldn't
 7 chew his food, and they didn't have the money to get
 8 that fixed. His glasses were lost or broken. He
 9 didn't -- they couldn't get those fixed or replaced.
 10 His dog needed dental care. They couldn't afford to
 11 get that done.
 12 Q. What responsibility did Shook have for your
 13 father's finances?
 14 A. None.
 15 Q. What was her source of information?
 16 A. Just conversations with Bill.
 17 Q. Did you ever speak with someone from the Osburn
 18 Police Department yourself about checks being bounced?
 19 A. You know, I don't know. I know -- I can't recall
 20 that I've talked specifically about that. I have
 21 talked to Spike since then, but I -- so I don't know.
 22 Q. When have you most recently spoke with Spike?
 23 A. Probably early 2006.
 24 Q. And what was that conversation?
 25 A. Basically about my father and --

1 substantial transfers of funds to her.
 2 Q. During what period of time?
 3 A. Well, in the records we're talking about from '99
 4 through primarily 2005, early 2005.
 5 Q. Well, Bill transferred substantial assets to you,
 6 didn't he?
 7 A. Not -- well, he did in 2000. In the year 2000 he
 8 transferred his half of the North Fork property.
 9 Q. And you didn't pay for it?
 10 A. That's right.
 11 Q. And you won't give it back?
 12 MR. DEAN: Objection. This is
 13 argumentative. Stop it, Counsel, or we will terminate
 14 the deposition.
 15 BY MR. ROSE:
 16 Q. You didn't pay for it; that was correct?
 17 MR. DEAN: That's been asked and answered.
 18 Don't answer it.
 19 BY MR. ROSE:
 20 Q. What's the difference between your father giving
 21 you the North Fork property and giving your sister
 22 something?
 23 A. Well, the big difference was in 2001 he was still
 24 very financially sound and had a substantial estate.
 25 This is not about punishing my sister. This is about

1 taking care of my father.
 2 Q. And what's the difference in his financial
 3 position now -- well, strike that.
 4 What was his substantial estate after he gave you
 5 that river property?
 6 A. Well, I believe he still had some money in the
 7 stock market. He still -- he had the proceeds of the
 8 sale of Moyie. He still owned the lease at Priest
 9 Lake. He had his house in Osburn. He had a car. And
 10 he had his Social Security and his pension.
 11 Q. Your petition continues: A current emergency
 12 exists as his daughter is now seeking to coerce her
 13 father into signing over his remaining assets to her.
 14 What evidence did you have of that at the time you
 15 filed this petition?
 16 A. We talked to the people at the Idaho Department of
 17 Land and discovered that they were attempting to
 18 transfer the property to her name.
 19 Q. Okay. Any else?
 20 A. What was the question?
 21 Q. Your statement in the petition was his daughter is
 22 now seeking to coerce her father into signing over his
 23 remaining assets to her. What evidence do you have to
 24 support that?
 25 A. And I answered it.

1 A. The house per and the neighbors.
 2 Q. What do you expect their testimony will be that he
 3 was exploited?
 4 A. Well, I think they saw the fact that he was in
 5 dire financial straits and she was living pretty well.
 6 Q. What did they tell you to believe that she was
 7 living pretty well, "she" being your sister?
 8 A. Well, that's my own observation. She's --
 9 Q. My question was: What evidence do you have to
 10 believe that your father was exploited by Maureen?
 11 A. Well, we have financial records.
 12 Q. And what are those, the financial records we spoke
 13 of before?
 14 A. Yeah.
 15 Q. Predating July 2006?
 16 A. Many of them are, yes.
 17 Q. Do you have some after July 2006?
 18 A. Not that I recall, no.
 19 Q. Was the housekeeper sending you records of Bill's?
 20 A. Nope.
 21 Q. So do you have any records after 2006?
 22 A. I think I already answered that I do not. I don't
 23 believe I do.
 24 Q. Okay. Paragraph 4 of your petition indicates that
 25 Petitioner, an adult son, is the best qualified person

1 Q. Well, your answer was that you -- the Department
 2 of Lands had submitted an application to transfer what
 3 property?
 4 A. The Priest Lake leased property.
 5 Q. The Priest Lake leased property. What evidence do
 6 you have to believe that Bill was coerced into that?
 7 A. Well, I don't believe he would do it if he had --
 8 if he were thinking clearly. And I don't -- so there.
 9 Q. Okay. What evidence do you have to believe that
 10 he was coerced into it?
 11 A. Just the fact that it's non -- it doesn't make any
 12 sense. If it's his last asset and he doesn't have
 13 enough to live on, why would he transfer it away? Who
 14 is going to pay for his support?
 15 Q. And then you continue on: And has -- referring to
 16 Bill -- has suffered considerable hardship as Maureen
 17 has continued to exploit her father.
 18 What evidence do you have that Maureen has
 19 exploited your father?
 20 A. Well, it's all financial -- or not all financial.
 21 It's primarily financial.
 22 Q. What is there other than financial?
 23 A. I believe we'll have testimony from some of the
 24 witnesses that we've already mentioned.
 25 Q. And what witnesses?

1 who is capable of functioning as a guardian for Bill
 2 McKee at this time.
 3 Why do you believe that you're best qualified?
 4 A. I'm financially stable. That would be the primary
 5 qualification.
 6 Q. And your financial stabilities in part come from
 7 your father giving you that river property --
 8 MR. DEAN: Objection.
 9 BY MR. ROSE:
 10 Q. -- is that correct?
 11 A. No. I'm financially stable without that.
 12 Q. And despite your financial stability, you won't
 13 give your father's river property back to him?
 14 MR. DEAN: Objection. Argumentative. Don't
 15 answer the question.
 16 BY MR. ROSE:
 17 Q. Let's talk about your financial stability. You
 18 own some real property in Louisiana?
 19 A. Is that a question?
 20 Q. Yes.
 21 A. Yes.
 22 Q. How much?
 23 A. Well, we own 9 acres, or 8 and 7/8ths acres around
 24 our house, probably another couple acres at Grand Isle,
 25 Louisiana, an acre -- half acre in Thibodaux that's in

1 our name.
 2 Q. Do you own any other real property?
 3 A. Yes. I own property on the North Fork of the
 Coeur d'Alene River.
 Q. And in Sandpoint still?
 6 A. And in Sandpoint.
 7 Q. Now, are you involved in any businesses down there
 8 in Louisiana?
 9 A. Yes.
 10 Q. And what businesses are you involved in?
 11 A. Sugar cane, cattle, rental.
 12 Q. What's the names of those businesses?
 13 A. Well, some of them in our name personally, and
 14 Laurel Valley Plantation, Incorporated.
 15 Q. And that's in whose name personally?
 16 A. I said some of it is in our name personally, some
 17 of it is in the name of Laurel Valley Plantation,
 18 Incorporated.
 19 Q. What business is in your name personally?
 20 A. A cattle business. A lot of the cattle are ours
 21 personally.
 22 Q. What was the name of that company, Laurel
 23 Valley --
 24 A. L-a-u-r-e-l, Valley Plantation, Incorporated.
 25 Q. Okay. And does Laurel Valley Plantation own some

1 Q. And what do you know, or what do you believe his
 2 education to be?
 3 A. Well, he has a bachelor's degree in logging
 4 engineering from the University of Idaho, it's my
 5 understanding.
 6 Q. And he is an engineer?
 7 A. Yes.
 8 Q. Worked as an engineer?
 9 A. Yes.
 10 Q. Paragraph 6 of your petition says that Bill McKee
 11 is unable to manage his property and affairs
 12 effectively because of compromised judgment and
 13 reasoning skills.
 14 What evidence did you have at the time you filed
 15 this petition to make you believe he had compromised
 16 judgment and reasoning skills?
 17 A. Well, once again, they'd be reflected in the
 18 financial records. Bills were not being paid. Bills
 19 were not being filed. General lack of organization.
 20 Q. Anything else?
 21 A. Well, those are the primary concerns.
 22 Q. What are lesser concerns?
 23 A. Well, we're concerned for his safety around the
 24 house. We have evidence that he sometimes leaves the
 25 burner on on the stove and has melted the handles on

1 property?
 2 A. Yes.
 3 Q. And how much property do they own?
 4 A. About 5,600 acres.
 5 Q. And who owns Laurel Valley Plantation?
 6 A. My wife and I.
 7 Q. Sole owners?
 8 A. Our children own a little bit.
 9 Q. But you figure your net worth is --
 10 MR. DEAN: I object to this. It's not
 11 relevant and not calculated to lead to the discovery of
 12 admissible evidence. Instruct him not to answer.
 13 BY MR. ROSE:
 14 Q. How much do you believe the Laurel Valley
 15 Plantation to be worth?
 16 MR. DEAN: Same objection. Same
 17 instruction.
 18 BY MR. ROSE:
 19 Q. Do you have any other plantations?
 20 A. Well, not -- the acreage I mentioned includes two
 21 separate pieces of property owned by that corporation.
 22 Q. And that makes up the total acreage of how much?
 23 A. 5,600 and change.
 24 Q. Your father is an educated man, isn't he?
 25 A. Yes.

1 the teapots. He's fallen several times that we know
 2 of. We're concerned about that.
 3 Q. Who's informed you of these stove problems?
 4 A. I saw them for myself. I saw the melted teapots.
 5 Q. And that was when?
 6 A. Oh, well, last time I was at his house, which
 7 ~~would have been I guess in -- well, I guess it was in~~
 8 ~~early 2006.~~
 9 Q. Since then, what evidence do you have to believe
 10 that, to support that allegation?
 11 A. Which allegation?
 12 Q. That he has compromised judgment and reasoning
 13 skills?
 14 A. Well, the evidence of his financial situation to
 15 date is further evidence of that.
 16 Q. You think his judgment was compromised or his
 17 reasoning skills were lacking when he gave you the
 18 river property?
 19 A. No. I think he was fully functional in the year
 20 2000.
 21 Q. Have you spoke with any of the proprietors of
 22 Loving Care & More?
 23 A. Yes.
 24 Q. And what proprietors have you spoke with there?
 25 A. Maryann Hull, her son Mike, and his sister, and

1 I'm drawing a blank on her name right now.
 2 Q. Marcie?
 3 A. Yeah.
 4 Q. Have they relayed to you any facts about Bill?
 5 A. Not facts, no.
 6 Q. Now, have you offered this Kathy Shook anything to
 7 testify for you?
 8 A. No.
 9 Q. Have you offered her increased working hours?
 10 A. No. She's not working at all for him now.
 11 Q. Have you offered her money?
 12 A. Nope.
 13 Q. Have you loaned her money?
 14 A. No.
 15 Q. Do you know if Maryann Hull or Mike Hull or Marcie
 16 Hull have ever provided care for Bill?
 17 A. Personally have they; is that your question?
 18 Q. Yes.
 19 A. I don't know that they have.
 20 Q. And you have no facts from them to assist you in
 21 your petition that you're aware of?
 22 A. I don't know that. I guess the answer is I don't
 23 know.
 24 Q. Okay. And you plan on calling any of the Hulls as
 25 a witness?

1 BY MR. ROSE
 2 Q. When you asked your father to go up to the
 3 Sandpoint property with you during that time around
 4 Katrina, did he have a dog then, your dad own a dog at
 5 that time?
 6 A. I believe he did.
 7 Q. What did you do with the dog --
 8 A. We paid --
 9 Q. -- when you took Bill to Sandpoint with you?
 10 A. I'm sorry?
 11 Q. What did you do with the dog when you took Bill to
 12 Sandpoint with you?
 13 A. We paid the neighbors to take care of it.
 14 Q. Did you give the dog away on any occasions?
 15 A. No, I did not.
 16 (Exhibit F was marked.)
 17 BY MR. ROSE:
 18 Q. Showing you Exhibit F, do you recognize those
 19 documents?
 20 A. Yes.
 21 Q. And what do you recognize them as?
 22 A. They're a list of expenses, a total of expenses
 23 that we've paid on my father's behalf since the year
 24 2002 up to this date, whatever the date is, April of
 25 2006.

1 MR. DEAN: Assuming that he knows who's
 2 going to be called as a witness.
 3 THE WITNESS: Yeah, I don't know. That's
 4 not my job.
 5 BY MR. ROSE:
 6 Q. Yeah. But it is your job to listen and be coached
 7 by your lawyer as he just did there, right?
 8 MR. DEAN: Objection. Argumentative. Don't
 9 respond to that nonsense. All right?
 10 BY MR. ROSE:
 11 Q. You listened to your lawyer's objections, right?
 12 MR. DEAN: I said don't respond to it. You
 13 want to ask a question, ask a question, Counsel.
 14 MR. ROSE: Quit interrupting my questioning.
 15 MR. DEAN: Ask a question. I objected.
 16 MR. ROSE: I'm telling you to quit
 17 interrupting my questioning and quit coaching the
 18 witness.
 19 MR. DEAN: I'm not doing that.
 20 MR. ROSE: Yes, you are.
 21 MR. DEAN: No, Counsel.
 22 MR. ROSE: Yes, you are. Just like the
 23 obstructive attitude you've taken throughout this case.
 24 MR. DEAN: Duh -- okay.
 25 ///

1 Q. The second page of that letter, is that a document
 2 authored by you?
 3 A. It looks like it is, yes.
 4 Q. Well, can you tell me is it? Other than just
 5 looking like it, is that a document authored by you?
 6 A. If you want me to take a second and read it all
 7 and make sure it looks familiar. Yes.
 8 Q. That is a document authored by you?
 9 A. I said yes.
 10 Q. Now, the first page of that document, you
 11 recognize that?
 12 A. Yes, I do.
 13 Q. And that's a document authored apparently by
 14 Michael Branstetter?
 15 A. Apparently.
 16 Q. And is Mr. Branstetter another one of your
 17 attorneys?
 18 A. Yes.
 19 Q. And on the top of Mr. Branstetter's letter it
 20 says: Re: Continuation of offer of settlement
 21 discussions. What were those discussions?
 22 A. I'm not sure specifically what your question is.
 23 What is your specific question?
 24 Q. Mr. Branstetter's letter in the regarding line
 25 says, Bill McKee.

Account Title Bill McKee

Box Number 609

Date _____ Time _____ Signature _____ Bank Associate _____

Date	Time	Signature	Bank Associate
3/13/04	2:05	<i>[Signature]</i>	<i>[Signature]</i>
"	"	<i>[Signature]</i>	<i>[Signature]</i>
8/17/04	3:45	<i>[Signature]</i>	<i>[Signature]</i>
8/17/04	3:45	<i>[Signature]</i>	<i>[Signature]</i>
8/17/04	3:45	<i>[Signature]</i>	<i>[Signature]</i>
8-19-04	2:45	<i>[Signature]</i>	<i>[Signature]</i>
8-19-04	2:45	<i>[Signature]</i>	<i>[Signature]</i>
10-26	12:40	<i>[Signature]</i>	<i>[Signature]</i>
8-30-04	4:30	<i>[Signature]</i>	<i>[Signature]</i>

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**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE**

IN THE MATTER OF THE ESTATE
OF NATALIE PARKS McKEE
Deceased.

CASE NO. CV 2006-40
AFFIDAVIT OF DIRK J. ERICKSON

I, Dirk J. Erickson, an officer in the United States Marine Corp training as a Naval Aviator, being first duly sworn on oath, deposes and says:

1. That I am now and, at all times material hereto, a citizen of the United States, resident of the State of Washington, stationed in Corpus Christi, Texas, over the age of 18 years, and am competent to be a witness herein, and all the facts of my affidavit are made with personal knowledge.

2. At a family gathering in 1994 just prior to my Grandma passing away, my Grandparents expressed their wishes of leaving their entire estate to my mother, Maureen Erickson. After a long debate, my uncle Jerry agreed that my mother deserved to have all property left to her given her longstanding care of Grandma and promises to move to the area and care for Grandpa, her circumstances as a single mother, and both his and Craig's relative wealth. Craig also agreed to this, and they both decided they didn't want to go against my Grandparent's wishes.

3. Shortly after Grandpa almost died during his knee replacement surgery, Jerry became concerned that Grandpa could die at any time, and decided that he would make a will up for him to sign. Grandpa called my mom the night before this was to take place to ask her to come up first thing in the morning to intervene. My mother, older brother Garth, and I drove up first thing the morning of August 17, 2004. I then accompanied my mother and Grandfather to Bank of America in Osburn, Idaho to look in my Grandfather's safety deposit box. Upon entering the safety deposit box, I located an envelope that contained a couple of papers. Upon examining the papers, I learned that

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118-7777

1 they were handwritten wills by my grandmother and grandfather. They were both written
2 on the same type of paper and dated the same day. I handed my Grandmother's will to
3 my mother. I read my Grandfather's will, and then put it back in the envelope. After
4 reading my Grandmother's will at a later date, I learned that both wills contained the
5 same information as to their wishes to leave all their property to my mother, Maureen
6 Erickson, and our family. While looking through the safety deposit box, I also saw
7 several silver certificates, cash, and various family legal documents (birth certificates,
8 insurance papers, etc.). After returning to Grandpa's house, a female attorney, Nancy
9 McGee, came over, and with Jerry and Mina and was trying to get Grandpa to sign a will,
10 leaving everything to my mother except the river property on the North Fork of the Coeur
11 d'Alene. My Grandpa refused to sign the new will.

11 4. Leaving all their property to my mother and our family was in keeping with the
12 verbal promises that I heard my Grandparents make many times in the year or so leading
13 up to my Grandmother's death. Not only were these promises verbalized and discussed
14 openly on a very regular basis, but also my Mother made it a point to bring it up when
15 Jerry was in town with his wife, resulting in a family discussion, and all-around
16 agreement that it was only fair for my mother to get the entire estate. This was
17 reluctantly agreed to by Jerry McKee because he resented giving up any inheritance, but
18 promised to honor my Grandparent's wishes.

19 5. Jerry talked my Grandpa into selling the Moyie Lake property, against my mother's
20 best interest and wishes. It was sold for considerably less than it was worth. None of the
21 proceeds of this sale have been seen by my mother, of which she should have received at
22 least half.

23 6. After it was discovered that Jerry had coerced Grandpa into signing over all of the
24 river property to him, Jerry agreed to give back half of the river property, and allow my mom
25 to cut down trees on half of the property. Jerry told her she could not cut down trees on his
26 half, and was involved in the agreement with the loggers to make sure none of the trees on
27 his half were touched. He said if my mom wanted to devalue her land, fine, but they better
28 not cut down any trees that would devalue his land.

7. Since the time of my Grandmother's death, Jerry, for whatever reason, went back
on his word as he thought he was entitled to the property that had been promised to my

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Mother and wouldn't give in easily. In recent years he told me this was because he thought that he had "worked so hard to earn everything that I have, and Maureen hasn't worked a day since she married your father."

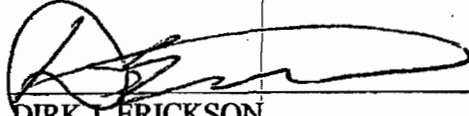
DIRK J. ERICKSON
2nd Lt, USMC

GIVEN under my hand and official seal this ____ day of _____ 2009.

NOTARY PUBLIC in and for the State
of _____, residing in _____
MY COMMISSION EXPIRES: _____

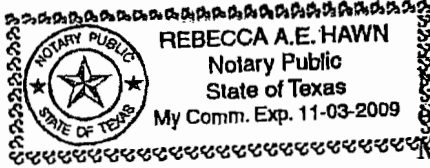
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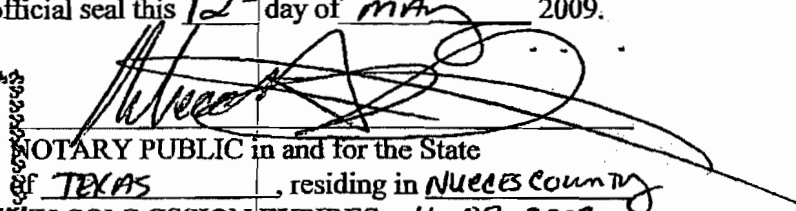
1 Mother and wouldn't give in easily. In recent years he told me this was because he
2 thought that he had "worked so hard to earn everything that I have, and Maureen hasn't
3 worked a day since she married your father."

4 

5 DIRK J. ERICKSON
6 2nd Lt, USMC

7
8 GIVEN under my hand and official seal this 12th day of May 2009.



11 
12 NOTARY PUBLIC in and for the State
of TEXAS, residing in NUECES COUNTY
13 MY COMMISSION EXPIRES: 11-03-2009

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**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE**

**IN THE MATTER OF THE ESTATE
OF NATALIE PARKS McKEE
Deceased.**

CASE NO. CV 2006-40

AFFIDAVIT OF VAN SMITH

I, Van Smith, being first duly sworn on oath, deposes and says:

1. That I am now and, at all times material hereto, a citizen of the United States, resident of the State of Idaho, over the age of 18 years, and am competent to be a witness herein, and all the facts of my affidavit are made with personal knowledge.

2. I was employed with J.D. Lumber, Inc. in 2002 when I was contacted by Bill McKee and Maureen Erickson, who stated that they wanted to selectively log their half of the 34.18 acres located on the North Fork of the Coeur d'Alene River.

3. Before entering into any contract with Mr. McKee and Ms. Erickson, I contacted the Idaho Department of Lands to verify the owner of the property and obtained a cutting permit. A copy of the permit dated 11/27/02 is attached.

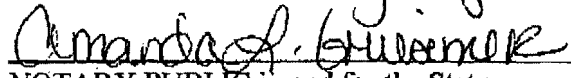
4. I spoke on the phone with Jerome McKee about dead and dying timber on his half to see if he wanted to have it removed. He told me he did not want anything cut on his half.

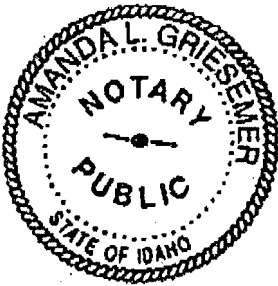
P-16

1 5. At that same time Jerome McKee wanted the 34.18 acres divided in half to make
 2 sure I didn't cut on his half. As a result I ran the line to divide the 34.18 acres to the S
 3 50° E.

4 
 5 _____
 6 VAN SMITH

7
 8 GIVEN under my hand and official seal this 27th day of July 2009.

9 
 10 _____
 11 NOTARY PUBLIC in and for the State
 12 of Idaho, residing in Priest River
 13 MY COMMISSION EXPIRES: 03-31-2014



1 **IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE**
2 **STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE**

3
4
5 **IN THE MATTER OF THE ESTATE**
6 **OF NATALIE PARKS McKEE**
7 **Deceased.**

CASE NO. CV 2006-40

AFFIDAVIT OF RHONDA FAY

8
9
10 I, Rhonda Fay, being first duly sworn on oath, deposes and says:

11 1. That I am now and, at all times material hereto, a citizen of the United States, resident
12 of the State of California, over the age of 18 years, and am competent to be a witness herein.

13 2. In 1996 I was visiting the Silver Valley for the first time. Bill McKee said he
14 would take his daughter Maureen Erickson, his friend Gordon Craig and me to dinner at
15 the Sprag Pole Inn. On the way he wanted to show me the river property he and Maureen
16 owned. It was such a beautiful spot, and Maureen told me she wanted to retire there.

17 3. In 2004, I returned to the area to visit. I thought I would like to buy some property
18 in the area to retire. Maureen's brother Jerome and his wife Mina were visiting at the
19 same time.


20 4. One afternoon Jerome, Mina, Maureen and I went to the Snake Pit for lunch.
21 Jerry and Maureen talked about the property they owned together on the river. I
22 remember Maureen asking Jerome why she and Bill received none of the rental income
23 from the property. Jerome told her it was because he used the income to pay the taxes.

24 5. After lunch, Jerome, Mina, Maureen and I went out to the river property and
25 walked the property together. Jerome showed me where the property was divided and
26 told me which half Bill and Maureen owned.

27 6. There was some discussion about the logging that had taken place on Bill and
28 Maureen's half of the property. My impression was that Jerome was not happy that the
logging had taken place.

1 7. I told Maureen that I loved the property and would like to buy enough to build a
2 house. Maureen told me she would give me enough land for me to build a house. Jerome
3 and Mina seemed totally shocked by this, and Jerome told me it was a terrible idea. He
4 said that the area was not safe and there was no way he would let either Maureen or I live
there. He went on about the crime rate and the numerous arrests in the area.

5 8. I felt totally deflated and was fairly certain from their reaction that they did not
6 want me to have any of the property, so any talk of Maureen giving me property or me
7 buying property ceased. The entire contact with Jerome gave me the impression that he
8 was very controlling, and this seemed to be very intimidating to Maureen, and he
9 certainly made it clear that he did not want Bill and Maureen to sell any of their half of
10 the property.

11 
12 RHONDA FAY

13
14
15 GIVEN under my hand and official seal this 18th day of JUNE 2009.

16
17 **SEE ATTACHED FOR NOTARY** 

18 NOTARY PUBLIC in and for the State
19 of _____, residing in _____
20 MY COMMISSION EXPIRES: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State Of California
County Of Orange

On JUNE 18, 2009 before me, MA. ROSENDA L. NEWMAN , a notary public, personally appeared

RHONDA FAY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he ~~she~~ they executed the same in his ~~her~~ their authorized capacity ~~(ies)~~, and that by his ~~her~~ their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



MA. ROSENDA L. NEWMAN
(Optional)

Title/Type of the document: AFFIDAVIT OF RHONDA FAY

Document Date: JUNE 18, 2009

Number of Pages 3 OF 3

Signer(s) other than named above _____

Signer's Capacity: _____

118-00000



To: 1-509-922-4720

ATTN: Attorney for Bill McKee

From:
J.D. Lumber, Inc.
Timber Department
Van Smith

Date: 11-9-07

Number of Pages
5 including this cover page

◆
If you have any problems or questions regarding this transmission,
please call



R-18

118-EEEE

11-9-07

To Whom it may concern.

HERE IS THE CONTRACT WITH BILL MCKEE
+ MAUREEN ECKERSON,

Also included is cutting permit from
state of IDAHO IT SHOWS BILL MCKEE AS
THE LAND OWNER.

ALSO INCLUDED IS LETTER FROM BILL'S SON
JEROME CONCERNING THE TOTAL 34.15 ACRES.

IT SHOWS I RAN THE LINE TO DIVIDE
THE 34 ACRES AT SOUTH SIDE.

WHEN WE LOGGED FOR BILL + MAUREEN
WE HAD CALLED JEROME BECAUSE OF THE
DEAD + DYING TIMBER ON HIS HALF.

Van J. Smith

FAX 1-509-922-4720

Van Smith

118-FFFFF

July 20, 2005

J. D. Lumber, Inc.
P.O. Box 55
Priest Lake, Idaho 83856

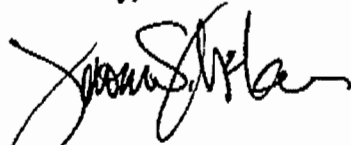
Dear Sirs:

Because of advanced age, my father, Bill McKee, will no longer handle matters concerning my 34.18 acres of property located on the North Fork of the Coeur D'Alene River (lot 2 less 400' x 60' Sect. 17, 49N. 02E. or Shoshone County tax parcel # 49N02E 17 3200). Please address all correspondence regarding this property to me at:

Jerome S. McKee
P.O. Box 702
Thibodaux, LA. 70302

You may contact me by phone during business hours at: 985-447-7352. Thank you for your cooperation in this matter.

Sincerely,



Jerome S. McKee

118-GGGGG

CERTIFICATE OF COMPLIANCE - FIRE HAZARD MANAGEMENT AGREEMENT NOTIFICATION OF FOREST PRACTICE

53262 F

AGREEMENT is entered into by JD Lumber Co
 (Post Office) PO Box 55 (City) Priest River (State) ID
 (Code) 83856 (Phone #) 448-2671 hereinafter referred to as CONTRACTOR,
 and the Department of Lands, hereinafter referred to as STATE, in compliance with Idaho Code Section 38-122. This contract shall only apply to the following land:

Subdivision	Section	Township	Range	County	(No.)
Lot 2	17	49N	2E	Shoshone	40

Land owned by McKee, Bill Address Box 242 Wallace ID 83873
 Timber owned by Same as landowner Address _____
 Operator Same as contractor Address _____
 Purchaser(s) JK JD Lumber Co

The CONTRACTOR hereby agrees to provide for hazard reduction or management in accordance with the following option: (Check one)

- The CONTRACTOR attests that he will not cut an amount of timber sufficient to cause a fire hazard.
- The CONTRACTOR elects to treat the hazard created and to subsequently receive a refund of slash monies withheld.
- The CONTRACTOR agrees to operate under the terms of a surety bond, currently in force, which provides for management of fire hazards on the lands above described.
- The CONTRACTOR has entered into a contract with the STATE for management of the fire hazard in accordance with Idaho Code Section 38-404.

This agreement/notification expires 11/30/03 unless granted an extension in writing by the STATE.

THE SLASH WITHHOLDING RATE SHALL BE THE MINIMUM RATE IN FORCE AT THE TIME THE PRODUCTS ARE DELIVERED TO THE PURCHASER UNLESS OTHERWISE INDICATED AS FOLLOWS: \$ _____ PER _____

NOTIFICATION OF FOREST PRACTICE:

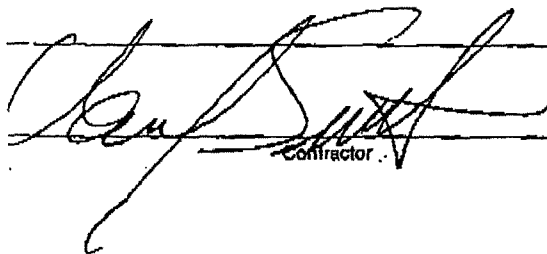
THE OPERATOR NAMED ABOVE HAS COMPLIED WITH PROVISIONS OF IDAHO CODE SECTION 38-1306 BY THE FOLLOWING NOTIFICATION:

- Harvesting of forest tree species.
- Road construction associated with harvesting of forest tree species.
- Reforestation
- Use of chemicals or fertilizers for the purpose of growing or managing forest tree species.
- Management of slashings or use of prescribed fire resulting from harvest, management or improvement of forest tree species.

The following information will help the Department of Lands evaluate the potential for water quality and erosion impacts. Map _____ Lake _____
 Are specific BMPs None Class I stream No Class II stream No
 Steep slopes No Unstable/Erodible soils No Stream Crossing No
 The contractor has read this document and by signature agrees to the terms and conditions this date: 11/27/02

WINSTON WIGGINS
Director

(Not valid unless countersigned by warden or authorized agent)


 Contractor

WILLIAM A COWIN
Fire Warden

Accepted by: _____ Authorized Agent

Cataldo 310
Protective District No.

Erickson - 235 JD LUMBER, INC.
Chantry - 276 P.O. BOX 55
PRIEST RIVER, ID 83856
(208) 448-2671 FAX (208) 448-2830

12/10/02

LOG PURCHASE AGREEMENT

4 Manual
034 0229

SALE NAME Erickson CONTRACT # 7766 DATE 12-03-02

STATE COMPLIANCE # 53262-F HAZARD x NON HAZARD EXPIRES 11-30-03

This agreement entered into between JD Lumber, Inc. hereinafter "JD" and

CONTRACTOR: Jason Chantry AMOUNT: 190 gross

ADDRESS: ID or SS #:

PHONE:

STUMPAGE OWNER: Maureen Erickson AMOUNT: \$ 50% stumpage

ADDRESS: 4702 S. Pender Lane ID or SS #:

Spokane 99224 PHONE: (509) 443-6161 or call 475-7905

HAZARD: Bill McKee AMOUNT: \$ 50% stumpage

ADDRESS: Box 242 ID or SS #:

Wallace Idaho 83873 PHONE: 208-753-4415

Special Instructions going to run line at S 50° E due to mining claim.

IT IS THE SELLERS RESPONSIBILITY TO INCLUDE A CORRESPONDING COMPLIANCE WITH THIS AGREEMENT.

1. Contractor or Stumpage Owner is the Purchaser/Owner of certain timber referenced above by the compliance number.
2. In Accordance with Idaho State Law for all forest products removed from private timberlands, a copy of an Idaho/Montana Slash Compliance Agreement or an approved application of a Washington Forest Practice Permit must be attached to this log purchase agreement to be valid.
3. NO double ended loads; for safety.
4. Contractor or Stumpage Owner hereby sells to JD and JD hereby agrees to purchase from Contractor or Stumpage Owner the following species of logs at the price of and for the dimension as follows:

DFL Prem 6"+ = \$ 425 /mbf (20'6" or 41") 450	LOGS	8"+ = \$ 195 /mbf 180
Large 8"+ = \$ 400 /mbf 430		6"&7" = \$ 195 /mbf 180
Small 6"&7" = \$ 400 /mbf	SPRUCE	8"+ = \$ 195 /mbf 180
HEMF Prem 6"+ = \$ 375 /mbf (20'6" or 41") 300		6"&7" = \$ 195 /mbf 180
Large 8"+ = \$ 295 /mbf 250	PONDEROSA	12"+ = \$ 375 /mbf 12'-6" - 600
Small 6"&7" = \$ 295 /mbf 250		6"-11" = \$ 150 /mbf 12'-5" - 500
CED Prem 8"+10" = \$ 800 /mbf (20'6" or 41") 900	WHITE PINE	8"+ 400 \$ 500 /mbf 8'-11" - 375
Large 8"+10" = \$ 800 /mbf 900		6"&7" 400 \$ 500 /mbf 6'-7" - 200
Small 6"&7" = \$ 700 /mbf 650		
OVERSIZE 33"+ Butt = \$ 225 /mbf	MISSORT (8'6", 10'6", 12'6") = \$ 2 /mbf	

BURNED LOGS AND LOGS WITH METAL WILL BE CULLED!

*These prices may change due to market fluctuation. The contractor and/or landowner is responsible to call for current prices if they have not delivered logs to JD Lumber, Inc. for two (2) pay periods. (See attached Payroll Calendar.)

*I/WE HAVE READ AND UNDERSTAND THIS LOG PURCHASE AGREEMENT, THE PAYMENT SCHEDULE, AND THE LOG QUALITY STANDARDS SPECIFIED HEREIN AND AGREE TO THE CONDITIONS HEREIN AND ON THE BACK OF THIS AGREEMENT.

*NO PAYMENTS WILL BE MADE WITHOUT SIGNATURES, SOCIAL SECURITY OR EIN NUMBERS.

*PLEASE NOTE: All logs must be accompanied by a load ticket and show your contract # on ticket.

CONTRACTOR: Maureen Erickson DATE: 12/03/02

LAND OWNER: Jason Chantry DATE: 12/03/02

JD LUMBER: JD Lumber DATE: 12-03-02

1 **IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE**
2 **STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE**

3 IN THE MATTER OF THE ESTATE
4 OF NATALIE PARKS McKEE
5 Deceased.

CASE NO. CV 2006-40

AFFIDAVIT OF GARTH ERICKSON

8 I, Garth Erickson, being first duly sworn on oath, deposes and says:

9 1. That I am now and, at all times material hereto, a citizen of the United States,
10 resident of the State of Washington, over the age of 18 years, and am competent to be a
11 witness herein, and all the facts of my affidavit are made with personal knowledge.

12 2. I am the grandson of Bill McKee, currently employed as a mortgage broker in
13 Seattle, and recently appointed as the guardian of my grandfather's finances by the
14 Washington courts.

15 3. That during the 1994 Thanksgiving holiday while visiting my grandparents, Bill
16 and Natalie McKee, the family, including Jerome and Craig McKee, gathered for a
17 meeting where my Grandparents announced that they would be leaving all of their
18 property to my Mother, Maureen Erickson. Their reasoning was that my Mother was a
19 single Mother raising three boys that she needed to put through college, and that she had
20 not only been caring for Grandma, but agreed to move back to the area to care for
21 Grandpa. This decision was acknowledged by Jerome McKee as being the right thing to
22 do. I do not recall an acknowledgement or an opposition from Craig McKee.

23 4. In the early part of 1997, during the second half of my sophomore year in high
24 school, my Grandfather told my brothers and me that it was time to move from
25 California to Spokane. None of us were excited about moving from our home and
26 friends, but felt that it was our responsibility to help care for him and the numerous
27 properties that he owned as he was getting older, and all of the property was to be given
28 to our mother to help put us through college.

S-19

1 5. I distinctly remember on two occasions my uncle, Jerry McKee, acknowledging
2 to me that all property owned by Bill and Natalie McKee was to go to my Mother,
3 Maureen Erickson. The first time was at Priest Lake during the summer while I was in
4 college. Jerry and Grandpa were talking about selling Priest Lake and putting the money
5 into a place on Pend 'Oreille. After my Mother expressed her displeasure in not being
6 consulted regarding the Priest Lake property as it was her property to inherit, Jerry
7 apologized to everyone at dinner stating that he thought this would be a good move for
8 the whole family to have a place at Pend 'Oreille with no yearly lease payment. He said
9 that nothing would have been done without my Mom's consent as Priest Lake and all of
10 Grandpa and Grandma's property was to be hers.

11 6. The second time was on August 17, 2004 during the blow up in Osburn when my
12 Mom was recovering from back surgery. Grandpa called and said that Jerry was bringing
13 an attorney over, so we rushed to Osburn before the attorney got there. Jerry and Mina
14 were acting very strange, and I heard parts of their conversation. Mina kept asking Jerry
15 why my Mom was here and what was she going to get from the safety deposit box. After
16 Dirk, Grandpa and Mom returned from the safety deposit box, Dirk and I left to play a
17 few rounds of golf while the adults remained at the house. When we returned, my
18 Grandpa and Mom were visibly upset and I heard my Mom call Jerry out in regards to his
19 promising my Grandmother in 1994 that he would honor her wishes and that all of the
20 property would be my Mom's, which he acknowledged and agreed was still the case.
21 The property my Mom was promised was the river property on the North Fork of the
22 Coeur d'Alene River, the house in Osburn, Idaho, the Priest Lake property, and the
23 Moyie Lake property in Canada. The will that Jerry and Mina were trying to get my
24 grandfather to sign gave the river property on the North Fork of the Coeur d'Alene River
25 to Jerry and Mina.

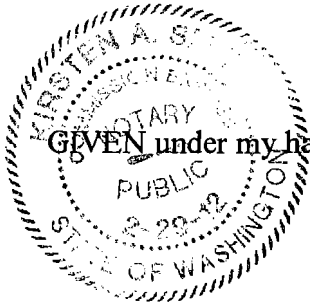
26 7. I had multiple conversations with my Grandfather about all of his and Grandma's
27 properties, as he wanted our family to move from California in the mid-1990's to help
28 him take care and manage these places, as they would be ours soon, especially Priest
Lake and Moyie Lake, which needed upkeep.

1 8. On several occasions we talked to the fact that Jerry and Craig were not pleased
2 about all of the property being left to my Mother. These conversations usually would
3 take place after Jerry visited and I brought up the fact that he seemed more distant as an
4 uncle to my brothers and I and as a brother to my Mom. One time we definitely talked
5 about this was after their talk to sell Priest Lake for a possible Pend 'Oreille property,
which led to Jerry's apology and leaving town.


6 9. The mid-1990's is a time when I was growing from a boy to a young man and
7 considered my Grandpa my Dad at this point in my life. He was the male role model
8 there for me and he was the one that I had adult conversations with. I was the oldest male
9 in the family, the "man of our household" in Spokane. Grandpa and I had a very close
10 relationship and both felt good about confiding in each other.

11 10. I've never seen my Grandfather more regretful than when he admitted he had
12 hidden my Grandmothers' will from my Mother and caused our family great harm
13 financially.

14 
GARTH ERICKSON



15
16 GIVEN under my hand and official seal this 11 day of May 2009.

17
18 
NOTARY PUBLIC in and for the State
19 of WA, residing in Penton
20 MY COMMISSION EXPIRES: 2/29/12



RETURN NAME & ADDRESS

Lloyd A. Herman and Assoc.
213 N. University Rd.
Spokane Valley, WA 99206

Please Type or Print Neatly & Clearly All Information

Document Title(s)

Judgment

Reference Number(s) of Related Documents

Grantor(s) (Last Name, First & Middle Initial)

Bill E. McKee

Grantee(s) (Last Name, First & Middle Initial)

Maureen Erickson

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section

Assessor's Tax Parcel ID Number:

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the Accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party

T-20

118-mmmmm

FILED

JAN 28 2008

THOMAS R. FALLQUIST
SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

MAUREEN ERICKSON,

Plaintiff,

v.

BILL E. MCKEE,

Defendant.

No. 07-2-02928-6

STIPULATED MOTION FOR AND
JUDGMENT NUNC PRO TUNC AND
ORDER OF JUDGMENT

X - X KB
AF

I. MOTION

This matter came before the Court on the parties' stipulated motion for entry of judgment nunc pro tunc. The motion was based on the Court's order of August 22, 2007, which directed that the above cause of action be dismissed with prejudice and without costs or attorneys fees to any party. Said motion of dismissal was signed without a formal judgment being entered beforehand. This stipulated motion is to correct the record nunc pro tunc.

II. ORDER

THIS MATTER having come on regularly for hearing upon the stipulation of the parties above contained, and the court being fully advised, it is hereby ORDERED that this Court enters final judgment nunc pro tunc in this matter as follows:

STIPULATED FOR AND JUDGMENT NUNC PRO TUNC - 1

LLOYD A. HERMAN & ASSOCIATES, P.S.
213 North University Rd.
Spokane Valley, Washington 99206
Phone (509) 922-6600
Fax (509) 922-4720
LloydHerman@aol.com

118-NNNNN

ORIGINAL

1
2 1. That it is hereby declared by this Court that plaintiff Maureen Erickson has
3 all right, title, and interest of any kind, both legal and equitable in the following described
4 property:

5 Lots 1, 2, 3 of Blk 18 Galenn Home Tract Osburn, Idaho, with Residence, otherwise
6 known as 106 East Idaho St., Osburn, Idaho.

7 Lot 16, Block 2, Qualchan Hills PUD, recorded Vol. 20, Page 52, of Plats Spokane
8 County Washington

9 Leasehold interest in cabin on Priest Lake, Idaho, lease #R1287, including the
10 cabin, the boathouse, and all other improvements thereon.

11 2000 Isuzu Rodeo

12 1983 Starcraft Outboard Boat with Suzuki 85 hp motor.

13 All personal property and furnishing located at the Priest Lake Cabin.

14
15 2. That defendant Bill E. McKee further assign to Maureen Erickson all right,
16 title and interest in any claims or causes of action that he has now or may have in the future
17 against Jerome McKee to recover real or personal property or the proceeds of such real or
18 personal property or for damages resulting from the misuse, misappropriation, conversion
19 or destruction of such property.

20 3. That parties further agree that this Judgment shall apply to all unknown and
21 unanticipated damages and/or losses as well as to those now disclosed arising from facts set
22 forth in the Complaint.

23 4. That parties agree and understand that neither party admits liability of any
24 sort and that the covenants contained herein are intended to terminate all further controversy

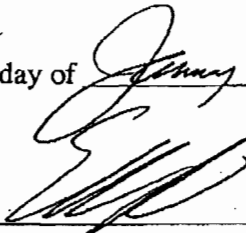
25
26
27
28 STIPULATED FOR AND JUDGMENT NUNC PRO TUNC - 2

LLOYD A. HERMAN & ASSOCIATES, P.S.
213 North University Rd.
Spokane Valley, Washington 99206
Phone (509) 922-6600
Fax (509) 922-4720
LloydHerm@aol.com

118-00000


1 with respect to all claims for damages or other relief that could have been asserted by either
2 party in the above described action and that nothing herein shall be deemed to prejudice the
3 rights of either party to make claims or otherwise seek redress against any other person in
4 connection with the subject matter of this action.

5 DONE IN OPEN COURT this 28 day of January 2008.


6
7
8 
9 JUDGE ELLEN KALAMA CLARK

10 Presented by:

11 Lloyd A. Herman & Associates, P.S.

12 
13
14 Lloyd A. Herman, WSBA #3245
15 Attorney for Defendant Bill E. McKee

16 Richard D. Wall Attorney at Law

17 
18
19 Richard D. Wall, WSBA #16581
20 Attorney for Plaintiff Maureen Erickson

21
22
23
24
25
26
27
28 STIPULATED FOR AND JUDGMENT NUNC PRO TUNC - 3

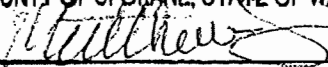
LLOYD A. HERMAN & ASSOCIATES, P.S.
213 North University Rd.
Spokane Valley, Washington 99206
Phone (509) 922-6600
Fax (509) 922-4720
LloydHerm@aol.com

118-PPPP

I certify that this document is a true and correct copy
of the original on file and of record in my office.

ATTEST FEB 22 2008

THOMAS R. FALLQUIST, COUNTY CLERK
COUNTY OF SPOKANE, STATE OF WASHINGTON

BY  DEPUTY

118-QQQQQ

1 Richard D. Wall, P.S.
2 Attorney at Law
3 423 W. 1st Avenue, Suite 250
4 Spokane, WA 99201
5 Tel: (509) 747-5646
6 Fax: (509) 747-5692

COPY
ORIGINAL FILED
JUL 02 2007
THOMAS R. FALLQUIST
SPOKANE COUNTY CLERK

7
8
9 IN THE SUPERIOR COURT OF WASHINGTON
10 IN AND FOR THE COUNTY OF SPOKANE

11 MAUREEN ERICKSON,
12 Plaintiff,
13 vs.
14 BILL McKEE,
15 Defendant.
16

Case No: 07202928-6
COMPLAINT

17
18 Plaintiff Maureen Erickson, by and through her attorney, Richard D. Wall, P.S., bring
19 this action for damages against defendant Bill McKee, and alleges as follows:
20
21

22 PARTIES:

- 23 1.1 Plaintiff is an individual residing in Spokane, Washington.
24 1.2 Defendant is an individual and also resides in Spokane, Washington.
25

JURISDICTION AND VENUE:

2.1 This court has jurisdiction and venue is proper in Spokane County because all
parties currently reside in Spokane County, Washington.

u-21

COPY

FACTS:

3.1 Defendant Bill McKee is the natural father of Plaintiff Maureen Erickson. In 1994, Defendant and Plaintiff's mother, Natalie Parks McKee made an agreement with Plaintiff that they would leave to her their entire estate in exchange for Plaintiff's promise to provide care for her parents. In reliance on that agreement, Plaintiff began providing care for her mother during an extended illness and until her death in 1996. Plaintiff also provided care for Defendant and has continued to provide care for Defendant.

3.2 Prior to her death, Natalie Parks McKee executed a last will and testament leaving her entire estate to Plaintiff pursuant to the agreement between Plaintiff and her parents. Plaintiff was named executor of the will. Pursuant to the terms of the will, Plaintiff became the owner of an undivided one-half interest in all of the community property held by Mr. and Mrs. McKee upon Mrs. McKee's death. Defendant was aware of and in possession of the will at the time of Mrs. McKee's death, but concealed the existence of the will from Plaintiff and others.

3.3 Following the death of Mrs. McKee, Defendant began to dispose of real property and other assets of the estate of Natalie Parks McKee pursuant to a community property agreement that had been executed prior to 1994 and prior to Mrs. McKee making her will. Defendant knew that by doing so he was disposing of property that belonged to Plaintiff. The total value of the property disposed of by Defendant in violation of Plaintiff's rights under her mother's will is more than \$ 2,500,000.

3.4 As a result of Defendant's actions, Plaintiff has been deprived of real and personal property belonging to her as the sole beneficiary of her mother's will. Plaintiff has also been deprived of the full benefit of the agreement between her and defendant in that Defendant's

1 actions have depleted the value of his estate of which Plaintiff is to be the sole beneficiary
2 pursuant to that agreement.
3
4

5 **CAUSES OF ACTION:**

6
7 **Breach of Contract:**

8 4.1 The allegations contained in paragraphs 3.1 through 3.4 are incorporated as set
9 forth herein. The conduct of Defendant in concealing the will of Natalie Parks McKee and in
10 disposing of property belonging to Plaintiff constitutes a breach of an express contract between
11 Defendant and Plaintiff, for which Defendant is liable to Plaintiff of all damages directly and
12 proximately resulting from said breach.
13
14

15 **Unjust Enrichment/Quantum Meruit:**

16
17 4.2 The allegations contained in paragraphs 3.1 through 3.4 are incorporated as set
18 forth herein. Plaintiff provided services to Defendant and to Natalie Parks McKee in reliance
19 upon representations made by Defendant. Plaintiff received no compensation for those services
20 and Defendant has been unjustly enriched by receipt of such services without payment of
21 compensation. Plaintiff is therefore entitled to an award against Defendant for the reasonable
22 value of said services.
23
24
25

Conversion:

4.3 The allegations contained in paragraphs 3.1 through 3.4 are incorporated as set
forth herein. Defendants conduct in disposing of property belonging to Plaintiff without
Plaintiff's knowledge or consent constitutes conversion of property in violation of Plaintiff's

1 rights for which Defendant is liable to Plaintiff in an amount equal to the full value of all
2 property so converted.
3

4
5 **Fraud:**

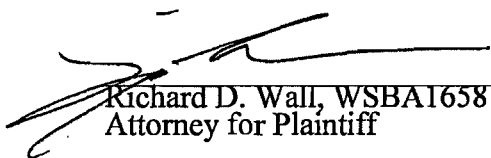
6 4.4 The allegations contained in paragraphs 3.1 through 3.4 are incorporated as set
7 forth herein. The conduct of Defendant in concealing the existence of the will of Natalie Parks
8 McKee and in failing to initiate proceeding to probate the will constitute fraud by which
9 Defendant intended to deprive Plaintiff of her rights under said will and in fact did deprive
10 Plaintiff of such rights. Defendant is liable to Plaintiff for all damages directly and proximately
11 resulting from said fraudulent conduct.
12
13

14
15 **REQUEST FOR RELIEF:**

16
17 WHEREFORE Plaintiff prays for judgment against the Defendants jointly and severally
18 as follows:
19

- 20 For an award of damages against Defendant in an amount to be proved at trial;
- 21 For punitive damages;
- 22 For prejudgment interest;
- 23 For reasonable attorney fees and costs of suit as allowed by law; and
- 24 For such further legal and equitable relief as to the court appears just.
- 25

Dated this 2nd day of July 2007.


Richard D. Wall, WSBA16581
Attorney for Plaintiff

443803

FILED

JAN 28 2008

THOMAS R. FALLQUIST
SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

MAUREEN ERICKSON,

Plaintiff,

v.

BILL B. MCKEE,

Defendant.

No. 07-2-02928-6

STIPULATED MOTION FOR AND
JUDGMENT NUNC PRO TUNC AND
ORDER OF JUDGMENT

X - X KB
LF

I. MOTION

This matter came before the Court on the parties' stipulated motion for entry of judgment nunc pro tunc. The motion was based on the Court's order of August 22, 2007, which directed that the above cause of action be dismissed with prejudice and without costs or attorneys fees to any party. Said motion of dismissal was signed without a formal judgment being entered beforehand. This stipulated motion is to correct the record nunc pro tunc.

II. ORDER

THIS MATTER having come on regularly for hearing upon the stipulation of the parties above contained, and the court being fully advised, it is hereby ORDERED that this Court enters final judgment nunc pro tunc in this matter as follows:

STIPULATED FOR AND JUDGMENT NUNC PRO TUNC - 1

LLOYD A. HERMAN & ASSOCIATES, P.S.
213 North University Rd.
Spokane Valley, Washington 99206
Phone (509) 922-6600
Fax (509) 922-4720
LloydHerm@aol.com

ORIGINAL

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1. That it is hereby declared by this Court that plaintiff Maureen Erickson has all right, title, and interest of any kind, both legal and equitable in the following described property:

Lots 1, 2, 3 of Blk 18 Galenn Home Tract Osburn, Idaho, with Residence, otherwise known as 106 East Idaho St., Osburn, Idaho.

Lot 16, Block 2, Qualchan Hills PUD, recorded Vol. 20, Page 52, of Plats Spokane County Washington

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2000 Isuzu Rodeo

1983 Starcraft Outboard Boat with Suzuki 85 hp motor.

All personal property and furnishing located at the Priest Lake Cabin.

2. That defendant Bill E. McKee further assign to Maureen Erickson all right, title and interest in any claims or causes of action that he has now or may have in the future against Jerome McKee to recover real or personal property or the proceeds of such real or personal property or for damages resulting from the misuse, misappropriation, conversion or destruction of such property.

3. That parties further agree that this Judgment shall apply to all unknown and unanticipated damages and/or losses as well as to those now disclosed arising from facts set forth in the Complaint.

4. That parties agree and understand that neither party admits liability of any sort and that the covenants contained herein are intended to terminate all further controversy

STIPULATED FOR AND JUDGMENT NUNC PRO TUNC - 2

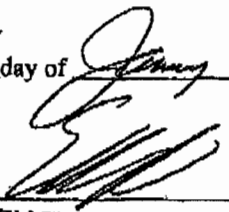
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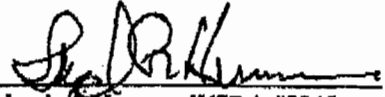
1 with respect to all claims for damages or other relief that could have been asserted by either
 2 party in the above described action and that nothing herein shall be deemed to prejudice the
 3 rights of either party to make claims or otherwise seek redress against any other person in
 4 connection with the subject matter of this action.

5
 6 DONE IN OPEN COURT this 28 day of January 2008.

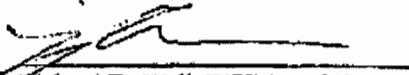
7
 8 
 9 JUDGE ELLEN KALAMA CLARK

10 Presented by:

11 Lloyd A. Herman & Associates, P.S.

12
 13 
 14 Lloyd A. Herman, WSBA #3245
 15 Attorney for Defendant Bill E. McKee

16 Richard D. Wall Attorney at Law

17
 18 
 19 Richard D. Wall, WSBA #16581
 20 Attorney for Plaintiff Maureen Erickson

21
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26
27
28 STIPULATED FOR AND JUDGMENT NUNC PRO TUNC - 3

LLOYD A. HERMAN & ASSOCIATES, P.S.
 213 North University Rd.
 Spokane Valley, Washington 99206
 Phone (509) 922-6600
 Fax (509) 922-4720
 LloydHerm@aol.com

118-XXXXXX

443803

Instrument # 443803

WALLACE, SHOSHONE COUNTY, IDAHO

2008-02-21 04:10:00 No. of Pages: 4

Recorded for : MAUREEN ERICKSON

PEGGY DELANGE-WHITE

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: STP, JUDGMENT & ORDER

I certify that this document is a true and correct copy of the original on file and of record in my office.

ATTEST

FEB 20 2008

THOMAS R. FALLOQUIST, COUNTY CLERK
COUNTY OF SPOKANE, STATE OF WASHINGTON

BY *Cecilia* DEPUTY

BILL MCKEE
4702 S PENDER LANE
SPOKANE, WA 99224

2008 FEB 21 PM 4 10

118-XXXXXX



Idaho Statutes

[Printer Friendly Version](#)

TITLE 55
PROPERTY IN GENERAL
CHAPTER 9
UNLAWFUL TRANSFERS

55-901.FRAUDULENT CONVEYANCES OF LAND. Every instrument, other than a will, affecting an estate in real property, including every charge upon real property, or upon its rents or profits, made with intent to defraud prior or subsequent purchasers thereof, or encumbrancers thereon, is void as against every purchaser or encumbrancer, for value, of the same property, or the rents or profits thereof.

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V-22

118-22222



Idaho Statutes

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TITLE 55
PROPERTY IN GENERAL
CHAPTER 9
UNLAWFUL TRANSFERS

55-914. TRANSFERS FRAUDULENT AS TO PRESENT CREDITORS. (1) A transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred if the debtor made the transfer or incurred the obligation without receiving a reasonably equivalent value in exchange for the transfer or obligation and the debtor was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation.

(2) A transfer made by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made if the transfer was made to an insider for an antecedent debt, the debtor was insolvent at that time, and the insider had reasonable cause to believe that the debtor was insolvent.

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W-23

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Idaho Statutes

TITLE 15 UNIFORM PROBATE CODE

CHAPTER 2 INTESTATE SUCCESSION -- WILLS PART 9.

CUSTODY AND DEPOSIT OF WILLS

15-2-902.DUTY OF CUSTODIAN OF WILL -- LIABILITY. After the death of the testator, any person having custody of a will of the testator shall deliver it with reasonable promptness to a person able to secure its probate and if none is known, to an appropriate court. Any person who willfully fails to deliver a will is liable to any person aggrieved for the damages which may be sustained by the failure. Any person who willfully refuses or fails to deliver a will after being ordered by the court in a proceeding brought for the purpose of compelling delivery is subject to penalty for contempt of court.

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Idaho Statutes

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TITLE 55 PROPERTY IN GENERAL

CHAPTER 1 PROPERTY AND OWNERSHIP -- GENERAL PROVISIONS

- 55-101.REAL PROPERTY DEFINED. Real property or real estate consists of:
1. Lands, possessory rights to land, ditch and water rights, and mining claims, both lode and placer.
 2. That which is affixed to land.
 3. That which is appurtenant to land.

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TITLE 55 PROPERTY IN GENERAL

CHAPTER 1 PROPERTY AND OWNERSHIP -- GENERAL PROVISIONS

55-101A. "LANDS" DEFINED. Lands are the material of the earth, whatever may be the ingredients of which it is composed, whether soil, rock or other substance, and include free or occupied space for an indefinite distance upwards as well as downwards, subject to limitations upon the use of airspace imposed and rights in the use of airspace granted, by law.

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