Supreme Court # 91981 - 0

Court of Appeals No # 71020-6-I

SUPREME COURT
OF THE STATE OF WASHINGTON

WALTER PAGE

Petitioner,

v.

RAYMOND HOVICK and JACQUELINE HOVICK

Respondents

PETITION FOR REVIEW

Walter Page Pro Se
PO Box 2816
Kenai, Alaska 99611
(907) 252-5757

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IDENITY OF PETITIONER

Walter S. Page, Pro se, defendant and appellant below, hereby petitions the Supreme Court to review the decision identified in part B, below.

COURT OF APPEALS OPINION

Petitioner seeks review, pursuant to RAP 13.4(b), of the Court of Appeals unpublished opinion in Case #71020-6-I, Raymond & Jacpueline Hovick, Resp. vs. Walter Page, App., Island County, Cause No.09-2-00492-1

ISSUES PRESENTED FOR REVIEW

The underlying issue presented before this court in this Quiet Title action, (2009) includes a Settled by Parties/Agreement Dissolution action, (1999) in Island County, No. 97-3-00436-3, Page vs. Page. CP164-173 This was an amiable dissolution **(Appendix B,** court docket, "resolution, settled by parties") of a twenty-five marriage, agreed that the real assets of the marriage would be carried forward for the children, grandchildren, of the marriage. The real estate and business assets were to be preserved (not squandered or disposed) with the family of this marriage. So as to guarantee the welfare of the of the estate and the benefit of the children, these words were installed within the decree, so that neither party could transfer the real assets derived for the children of the 25 year marriage, without the others consent. RCW 26.09.030. Regardless, the executed deed of the properties in question issued to the children of the marriage, supersedes the

Respondents prayer for Quiet Title. The Respondents are merely 'chasing their tails.'

Section 3.13 © of the decree reads as follows: "Both parties shall execute whatever documents are necessary to carry out the transfers and distributions order herein. Any disputes concerning the requirements of this order shall be presented to the court for resolution." CP 164-173 **(Appendix A,** Decree)

The issue for the Supreme Court:

1. Is a written contract (decree) containing Boilerplate language as to the conveyance of the properties between two parties subject to dissolution of the assets of the marriage, binding to the parties of the dissolution equally?

2. Can a Quiet Title action take precedence over a Decree of Dissolution, whereas the (conveyance) of the Agreed Decree, are in contempt of a Court Order?

3. If the Court Orders that both parties are 'Ordered to execute;' - in the same spirit and breath of the Order, both parties are 'Ordered to resolve in court.' Either way, the deed is in contempt, until one or both Order's - are resolved.

1. The Court of Appeals has erred in reference to the law of case doctrine which would preclude a party from raising claims on appeal that could have been raised in an earlier appeal. The facts underlying this litigation are the SAME facts that were brought before the court in 2015, 2012, & 2009. The Court simply disregards BOILERPLATE LANGUAGE installed in the original decree, continually "reshuffling and omitting" the Boilerplate Language therefore giving new meaning that was NOT AGREED by the parties subject to the decreed agreement. The original Decree ORDERED, that "Both Parties ***shall execute*** whatever documents are necessary....." whereas the court dilutes the agreement

stating; The agreement required the parties to "execute whatever documents are necessary..." (Opinion pg. 6) removing the teeth and Order of the agreement by removing the wording ***"Both parties shall execute..."***

See KINNE V. KINNE, 82 Wn.2d 360 En Banc, (1973) "...property dispositions of a divorce decree are un-modifiable."

The "dispositions" of this Agreed decree was that "Both parties shall execute...or return to court." The frame of mind was that neither party could sell the assets of the marriage, (for the children's sake) without the agreement of both parties, including the betterment of the children for college loans etc. The courts were to resolve any disputes of the parties. The Petitioner was paying the mortgage and insurance on the residence and properties. **(Appendix A, Exhibit H1)** CP 164-173

Also, (not forgetting the fact) the Attorney who drafted this Agreement, did not have authority or a Power of Attorney relating to the properties, (quit claim, etc.) to satisfy an "Agreement," (not a trial) so the wording was installed, "Both parties shall execute..." (Attorneys cannot deed property in an Agreement without an "Exclusive Power" to do the same.)

See SMITH v. SMITH, 56 Wn.2d, 1, 4, 351 P.142 (1960) Where one construction would make a contract unreasonable, and another, equally consistent with it's language, would make it reasonable, the interpretation which makes it rational and probable must be adapted."

The judgment of the Appeals is unprecedented, whereas the courts do not

inherit the power to change or reword an agreement of the parties of dissolution. The court cannot divest one's (Walter's) interest in property, when the decree states inapposite.

See, MARRIAGE OF MUDGETT, 41 Wn. App 337, "A court may not create a contract for the parties which they did not make themselves. It may neither impose obligations which never existed, nor expunge lawful provisions agreed to and negotiated by the parties."

2. The Court of Appeals erred, FACTS (pg.2 opinion) finding that:

"In 2000, Page moved to vacate the decree, alleging, among other things, that he had not signed the decree and had not authorized his attorney to approve the decree for entry.....Page did not appeal from the trial court's decision."

This is a complete fabrication of the record. The Appeals nor the Superior Court can find or illustrate the trial court's decision spoken hereof. Furthermore, the 'trial courts decision' was never issued, therefore, an appeal of nothing, - is nothing. CR 54(a)(1)

" Judgment. A judgment is the final determination of the rights of the parties in the action and includes any decree and order from which an appeal lies. The judgment shall be in writing and signed by the judge and filed forthwith as provided in rule 58."

The record is clear that the Petitioner (Walter Page) filed an Motion for Reconsideration, bringing to light the clarification of several issues. The subsequent Decision of the Court was that; THE DECREE REMAINS VALID, THEREFORE ORDERED AND DECREED!

3. The court of Appeals has erred, rejecting the argument in both the 2012 opinion, and again in the 2015 opinion, that (pg 6, courts opinion)

"Because boilerplate language at the end of that agreement requiring the parties to "execute whatever documents are necessary to carry out the transfers and distributions ordered herein," he claims his ex-wife could not sell property awarded to her and the Hovicks could not acquire valid title until he executed a document transferring his interest in the property to his ex-wife. But we rejected his reasoning in our 2012 decision, stating in part that "the 1999 decree awarded the ....property to his ex-wife" and that the award "effectively divested Page of his interest" in it. Thus, no further documents were necessary to carry out the transfer of Pages interest in the property."

I would beg the courts pardon, the "*Boilerplate language,* at the end of the agreement" is EXACTLY the reason the non-varying language WAS installed in the decree. ***So that the property could not be sold or transferred, WITHOUT both parties consent and agreement, or a quit claim deed from one to the other.*** Otherwise, - there would be no point - to install un-varying boilerplate language.

See KINNE v. KINNE, 82 Wn.2d 360, (1973)"...property dispositions of a divorce decree are un-modifiable."

See PHILBRICK v. ANDREWS, 8 Wash. 7, 35 Pac 358, "The divorce does not vest or divest title, the title does not remain in abeyance, and it must vest in the former owners of the property as tenants in common.

The decree is ***explicit;*** Only Walter Page or Debra Page can divest their interests of properties, (quit claim) or - Due Process of Law as prescribed by the decree. It is a well known Fact, that an Attorney cannot transfer or "effectively divest" Walter Page of his property, without a "Power of Attorney," (lot, block and hector) to do the same. The courts cannot modify the decree to 'effectively divest Page of his

property without (Section 3.13 ©) "Any disputes concerning this order ***shall*** be presented to the court for resolution." The Superior and Appeals Court continually insist on installing 'The cart before the horse.' These are the "agreed rights" of the parties, - not the courts.

4. The Court of Appeals has erred in reference to a CR2A stipulation, claiming Page will assert no claims in connection with the sale of the Island County property. The law of case doctrine does not apply in this matter, for the reason this stipulation has been argued and raised in EVERY trial to date. This stipulation is a forged document, and the PROOF of this forgery lies in Island County courts records. **(Appendix B)** This is as obvious as the nose on one's face, yet the courts continue to disregard this paramount matter which has been argued and brought to light in every trial. There is nothing in the record, ordering or requiring a CR2A Stipulation. See **Appendix B,**

Court Rule 2A: "NO agreement or consent between the parties or attorneys....will be regarded by the court unless the same shall have been made and assented to in open court on the record, or entered in the minutes...."

The record is crystal clear, that this purported stipulation IS NOT assented to in open court on the record or entered into the minutes. The purported stipulation is a forgery conjured by the Respondents.

5. The courts have erred, failing to follow the original Agreement of Page v. Page, Island Superior Court, #97-3-00436-3, which GUARANTEED - Due

Process of Law. The Respondents have filed this Quiet Title action, (beyond the seven year Statute of Limitations, which also has been argued) knowing fully well, that the (court ordered agreement) is the underlying issue of this dispute guaranteed Due Process between Page v. Page, prior to a transfer of title to Respondents. The agreement (Section 3.13) states: "Any disputes concerning the requirements of this order shall be presented to the court for resolution." The simple wording of the decree is easy enough for a 5th grader to understand... prior to a transfer of a deed of property, Both parties shall execute, or shall be presented to the court for resolution, Due Process. This Agreement does not come as a surprise to the Respondents, for they used this document as their instrument of conveyance. CP 74-75 CP 55-56

6. The Court has erred whereas the Respondents have admitted under oath, they do not have a valid title to the property which they are squatting. (Verbatim, April 23, 2010 @ pg. 21) The Appeals court opinion; (pg 6 footnote-8)

"This argument is based on a 2010 statement by the Hovicks counsel indicating that the Hovicks would be willing to settle for a quitclaim deed from Page."

The Respondents counsel is under the direction/employment of the Respondents, including the largest Title Company in the world! Why would the Largest Title Company in the world be willing to "settle" this case for a quitclaim deed, if the deed they issued was valid and binding? The mere thought or offer of a "settlement" in lieu of a quitclaim deed is unconscionable, especially from the

Largest Title Company in the world! This concession speaks - Volumes; the value of the deed issued to the Respondents, has no value at all! The Respondents counsel are "Very Seasoned" Attorneys, who do not merely offer settlements of (deeds) they do not possess, unless they "know" they are 'over the barrel,' and only a quitclaim deed will remove them from their misery. These Very Seasoned Attorneys should/could have asked for a quitclaim PRIOR to issuing a Statutory Warrantee Deed to the Respondents, instead; - Beg the court to Quiet their Title. This is merely an "end-run" around the law, notwithstanding, "A Judicial Order!"

STATEMENT OF THE CASE

The question for the Supreme Court is; Do the courts have the unprecedented and unlimited power to change an Agreement of two parties subject to a dissolution of marriage, (not a trial!)

PROCEDUAL HISTORY

This lawsuit has spanned from the year of 2009 for the reason the courts will not give credence to an agreed settlement of the parties and the boilerplate language installed. In 2012, the Appeals Court issued a decision stating:

"In a dissolution proceeding, the trial court " has practically unlimited power over the property, when exercised with reference to the rights of the parties and their children." pg 4, 2012 decision

This is an inaccurate decision; The case at bar is a Settled Agreement, not a 'trial court,' WITH reference to the rights of the children. The 2012 Appeals

Court goes on to say:

"The 1999 dissolution decree effectively divested Page of his interest in the Deer Lake property." pg 5, 2012 decision

This is also an inaccurate decision, for the reasoning; The 1999 dissolution decree is very specific, and Orders that 'Both parties shall execute...or return to court.' The decree DOES NOT divest property, but rather Orders EITHER party can execute the property to the other, - however NOT to *"Another, - without the other"*

As in MUDGETT, "A court may neither impose obligations which never existed, nor expunge lawful provisions agreed to and negotiated by the parties."

A Motion for Mistrial was entered by the Petitioner and another inaccurate decision was put forth by the Appeals Court on June 15, 2015. The 2015 decision again states (inaccurately;)

Pg. 1, "The decree also directed the parties to "execute whatever documents are necessary to carry out the transfers and distributions order[ed] herein."

(True reading of the decree;) "Both parties shall execute whatever documents are necessary to carry out the transfers and distributions order herein." (The courts have added "[ed]" to 'order' - *also* changing the meaning of 'order.'

Pg 6, Decision, "Because boilerplate language at the end of the agreement requiring the parties to "execute whatever documents are necessary to carry out the transfers and distributions order[ed] herein."

Does the court have the power to change or omit boilerplate language of an Agreed Settlement of 1999, to favor the Respondents?

ARGUMENT

1. The 1999 Decree is very specific defining the rights of the parties.

2012 Court of Appeals @ pg. 4, - 2015 @ pg.6, - Hovick, 2012 WL 5382954 @2 and (quoting ARNESON v. ARNESON, 38 Wn.2d, 99, 102,227, P.2d 1016 (1951)
A dissolution decree "operates not only to vest in the spouse designated the property awarded to him or her, but to divest the other spouse of all interest in the property so awarded, ***except as the decree may otherwise designate.***" (my emphasis)

The 1999 Decree specifically **'otherwise designates;'** "**Both parties shall execute...**" These words written and ordered, *are the RIGHTS OF THE PARTIES.* It is not the courts power to omit this "**Boilerplate language**" (Order) to divest the Petitioner and his children of their property, whereas **"Both parties"** agreed that the properties would be held as Tenants in Common, **unless,** a deed was issued to the other. Agreed Rights! The Court is not at liberty to reword the Agreement and omit Boilerplate language, to justify "**their**" means.

MUDGETT, SUPRA, 41 Wn. APP 337, 704, P2.d 169 (1985) "A court may not create a contract for the parties which they did not make themselves. It may neither impose obligations which never existed, nor expunge lawful provisions agreed to and negotiated by the parties."

KINNE v. KINNE, 82 Wn.2d 360, (1973) "Alimony decreed by the court can be modified on subsequent application of a party to a divorce, whereas property settlement provisions cannot. RCW 26.08.110. It is the rule in this jurisdiction...however, the disposition of property made either by a divorce decree or by agreement by the parties and approved by the court, cannot be so modified. THOMPSON v. THOMPSON, 82 Wn.2d 352.

PHILBRICK v. ANDREWS, 8 Wash. 7, 35 Pac 358, "The divorce does not vest or divest title, the title does not remain in abeyance, and it must vest in the former

owners of the property as tenants in common."

LYON v. LYON, P.2d 272 Washington Supreme Court (1983) "Neither party can alienate or encumber the property without the consent of the other. It is inherited by the survivor of the two, and a dissolution of marriage, by operation of law, transforms the property to tenancy in common."

HEATH v. HEATH, 189, F.2d 697 (Court of Appeals D.C. Cir. (1951) "holding that a divorce leaves the status of a tenancy by the entirety undefined till the court determines it."

E.g. BERNATAVICICIUS v. BERNATAVICICIUS, 259 Mass. 486 (1927) supra note 23, "As in Heath v. Heath, "...that property settlement agreements must contain terms which show not only that the property rights are to be preserved but that the parties contemplate a divorce. Consequently any agreement which preserves these property rights of the parties is sufficient. my emphasis

The "property rights" of Walter Page and children are spelled out in the Decree, Section 3.13, **Appendix A)** The court cannot expunge these rights, without Due Process. CP 164-173

As in BERNATAVICICIUS; "Any agreement which preserves these property rights of the parties is sufficient."

The Courts rulings are inapposite in precedence of the law. The courts 2015 ruling, pg. 6, "The 1999 decree awarded the ...property to his ex-wife" and that award "effectively divesting Page of his interest in it." is completely inapposite of PHILBRICK, v. ANDREWS, THOMPSON, KINNE, and MUDGETT, BERNATAVICICIUS etc. etc. A divorce (Settled Agreement) does **NOT** vest or divest title. The courts cannot expunge lawful provisions, that were negotiated and agreed to, - by the parties!

2. The court continues to cite a 2000 trial court decision, (Page vs. Page, 97-3-00436-3,) whereas Petitioner moved to vacate the decree. CP 162-163 (2015 decision, pg. 2, 2012 decision pg. 2) The court continually cites "Page did not appeal from the trial courts decision." This is not factual of the true events. Page did not appeal from the trial court decision, - for the reason a Motion for Reconsideration was entered, (Docket) **Appendix B,** leading to the Order that the Decree was therefore valid. It is NOT the Petitioner, Walter Page, who is not following the court's order, but rather THE COURT! The trial court ORDERED that the Decree is valid and binding on the parties, therefore the ENTIRE Decree is Valid. It is the Superior Court and the Appeals Court who want to choose which portions of the decree are binding, - and which are not. (Section 3.13 Decree) If the trial court has Ordered that "Both parties shall execute..." and the Decree stipulates in writing, (ratified) then the Superior court (Hovick v. Page) and Appeals court do not have the discretion or judicial power to divest the Petitioner (and children) of their property. Perhaps the Superior and Appeals Court want to appeal the trial court's decision? Ms. Page, (or her Attorney) could have chosen to Appeal the wording of the Decree, (twice) - however she executed and agreed with the negotiated Agreement, and choose not to appeal. RCW 4.72.010

See SMITH v. SMITH; "Where one construction...and another equally consistent with it's language,....make it reasonable, the interpretation which makes it rational and probable must be adopted."

CR 54, (a) (2) "Every direction of a court or judge, made or entered in writing, not included in a judgment is denominated an order."

The courts are not at liberty to manipulate the wording of an Agreed Settlement to draw their own conclusions or favoritism of the Largest Title Company in the world. If the decree is valid, and ruled the same in multiple courts, then the decree is BINDING on ALL PERSONS and ALL THINGS, - subject to the decree.

THE LAW OF PROPERTY, Hornbook Series, Lawyers Edition, West Publishing @ Chapter 10.12, pg. 691, "Chain of title problems which can effect the marketability include....A title traced through a judicial or other legal proceeding is unmarketable if it was conducted without compliance with statute. A fiduciary's deed will not convey a marketable title if he acted outside his authority or in violation of his duty.

RCW 2.08.010, "The Superior Court shall have original jurisdiction in all cases...of divorce...and shall also have original jurisdiction...in which jurisdiction shall have not been by law vested exclusively in some other court.

In the case at Bar, TWO previous Superior Courts have ruled the Validity of this Decree and the contents of the provisions included. At any point, the courts or Attorney's could have ruled that Section 3.13 should/could be stricken from the decree, however this has not been an issue in previous trials. Only when the Respondents learned their title was of no value, did he file for Quiet Title, beyond the Statute of Limitations. In Hovick vs. Page, the courts have continually denied this paramount FACT.

3. The Appeals Court has finally concurred that the decree contains

"Boilerplate Language" referring to the division of the property, however they have refrained from the true Boilerplate language as was written in the decree. The Appeals court continues to omit the critical wording and the Order contained within the Boilerplate Language. A true reading of the decree states and Orders that "Both parties shall execute..." however the Appeals Court continues to expunge these four most critical words, reducing, individually fashioning, diminishing boilerplate language to: "The decree also directed the parties to...." This is an act of Butchery, - to the parties subject to the decree, - intentions!

WESTS ENCYCLOPEDIA OF AMERICAN LAW, *definition of 'Boilerplate."* "A description of uniform language used normally in legal documents that has a definite, unvarying meaning in the same context that denotes that the words have not been individually fashioned to address the legal issue presented," (my emphases)

The Appeals Court has continually excluded and individually fashioned these four words to remove an ORDER which was intended by the two parties subject to the decree. "Both parties shall execute..." has a "definite, unvarying meaning" which WAS intended and installed by the parties.

MUDGETT, SUPRA, 41 Wn. APP 337, 704, P2.d 169 (1985) "A court may not make a contract for the parties which they did not make themselves. It may neither impose obligations which never existed, nor expunge lawful provisions agreed to and negotiated by the parties."

The Appeals Court continues to 'expunge lawful provisions agreed and negotiated by the two parties.' This act is against Washington State Law, RCW 64.04.010, .020, CR 54, (a) (2)

4. The court's continue to cite a CR2A stipulation, claiming Page will assert no claims in connection with the sale of the Island County property.

CR2A, "NO agreement or consent between the parties or the attorneys, in respect to the proceeding in a cause, the purport of which is disputed, will be regarded by the court unless the same shall have been made and asserted to in open court on the record, or entered in the minutes, or unless the evidence thereof shall be in writing and subscribed by the attorneys denying the same.

The records of the court, (Appendix B) and the law, this purported Stipulation is a forgery. "NO agreement or consent...will be regarded by the court...unless the same shall have been made in open court on the record..." The proof lies within the Docket, CP 108-110 **(Appendix B)** This is a Bogus Document produced to the courts. Counsel should be sanctioned for entering to the court this forged and unlawful document. This forged document cannot even come close to passing the "Smell Test" and furthermore does not conform to Uniform Arbitration Act, RCW 7.04A and RCW 26.09. The Courts Record and Docket 97-3-00436-3 **(Appendix B)** are **PROOF** that this document is a forgery. CP 106-107 The opposing counsel (or the court) CANNOT show the minutes or the Attorney's of record, etc. SHAME! on the opposing counsel to lie to this court! This is asinine that the courts and myself should have to spend precious time on this absurd, fraudulent and factious document. The Record contains the Minutes of the Law!

a. There is nothing on the record or in the minutes ordering a Arbitration or

CR2A stipulation.

b. There is no Mediator assigned by the courts.
c. The document is ambiguous.
d. The Attorneys subscribed, are not the Attorneys of the record. CP 108-110
e. The document is not executed by the parties subject to the agreement.
f. There are no witness's to the execution of this document.
g. There is nothing in the record ordering a CR2A agreement.
h. This bogus document is not dated, or notarized.
i. Never asserted to in open court.
j. A described, prescribed, pre-existing condition to a Decree, (Both parties...) is Paramount to a trial, which does not exist. A substantial Right.
k. Does not conform with RCW 7.04A
l. The purported stipulation and order was returned unopened, by a judge that previously recused herself. CP 110 (also Docket 3/12/2003)

If the courts allow this forgery in a court of law, I have some Oceanside property in AZ, which I will gladly sell to the court. This purported CR2A Stipulation should be abrogated and ordered to cease and desist, and the Attorneys whom entered this forgery to court, - should be sanctioned and admonished! Perhaps these Attorney's are the same who issued and filed a Deed of Trust on the properties in question, prior to (execution?) of the Decree, for their Attorney fees and were admonished by the WSBA for the same? (Jacob Cohen WSBA 5070) Deceit and Defraud, - is the Name of the Game, - until one gets caught in the act! Follow the Money! (including 'Sale of the Properties' = Quiet Title lawsuit.)

5. The "Valid" Decree, Section 3.13, exclusively gives the rights of Due Process of Law. U.S Constitution, Fifth & Fourteenth Amendment.

The Decree states: "Any disputes concerning the requirements of this order shall be presented to the court for resolution."

Due process requires that the parties who's rights are effected should be given notice and opportunity to be heard. The Petitioners name appears on the deed, CP76-77, CP 71-73 the instrument of conveyance clearly spells "Both parties shall execute," and "Any disputes with this order shall be resolved in court." Petitioner was clearly deprived of notice or hearing, of his own property and the property of his children. CP 59-63 CP 69-70

Fifth Amendment, "No person will be deprived of life liberty or property without due process of law."

The Decree is a judicial proceeding which governs the division of property at dispute in Hovick vs. Page. The Decree is also the instrument of conveyance which the Respondents (Fidelity National) used to convey the property in question of this lawsuit. The Respondents had every opportunity to present to the court, their Realtor, their Title company, etc. a dispute of their wanted purchase PRIOR to purchase, or required Ms. Page the opportunity to request the same. CP 55-56 Perhaps while the "Cats Away" (Alaska-Comm. Fishing) the Mice will play! The Decree explicitly states that "Both parties shall execute..." however the two parties privileged to the sale of the Deer Lake property, (Hovick & Ms. Page) denied the courts the ability to; "....presented to the court for resolution." CP 74-75 Instead, the Respondents, knowingly stepped over a valid decree, and TWO Superior Court Rulings, to present a Quiet Title action, 4 years beyond the Statute of Limitations.

RCW 7.28.050. Possession is NOT - nine points of the law!

The prescribed method described by the Decree, and certified by the court, (two Superior Court Rulings) "Both parties shall execute....or present to the court for resolution." The Respondents thumbed their noses to the Court, and continue to do so to this day. The Respondents are in contempt of the court's order's, not once, - but twice.

There is/was NO "Power" issued to the Attorneys, (as per say "Power to convey properties in an Agreement;")... Therefore the 'power' will convey to the survivors of the marriage, (i.e., - the siblings of the survivors,) unless, one party subject to the Agreement, deeds to the other, - or "one-another," - subject to the court's approval! ("Any disputes ...will be resolved in court.") It seems that only a 5th grader understand this common, simple, boilerplate language? This is not an ambiguous statement! This is a very - very - VERY!, - uncomplicated matter! (Pre-determined by the parties, agreed and executed!)

6. The Respondents and their Attorney's have admitted and testified under oath they do not possess a legal deed. The Hovicks and their Attorney's have also testified that they are in contempt of court, not once, but twice, for not following the prescribed court order, issued in 11/5/99 and also re-ordered again on 5/13/2002. Those two Orders stated: "Both parties shall execute,....or return to court for resolution." In essence, the Respondents are taking the position to affirm

that they are in contempt of court, essentially, they were ordered - Not once, but twice, that they would have to obtain executed documents, from "Both Parties," Walter and Debra Page, - prior to their purchase.

See RE MARRIAGE OF MUDGETT, "Where there is a unilateral mistake, courts will not invoke their equitable powers to aid the party who was the sole cause of their misfortune.

Verbatim, April 23, 2010, Motion to release Lis Pendens, Anneliese Johnson, Attorney for Plaintiff, (Hovick) pg. 21, Line16.

"We would be more than willing to settle this case through the preparation of a quitclaim deed to be signed by Mr. Page and filed with the Island County recorder's office. We would of course, deliver that to the title company."

"However, honestly, based on the order of the court initially in 1999, which under RCW 6.28.030, effectively is a conveyance pursuant to judgment, we're not actually convinced that a quitclaim deed is necessary."

Let me remind the court (and Ms. Johnson) '...based on the order of the court initially in 1999, (and 2002), "Both parties shall execute.... Or return to court for resolution," - is NOT a conveyance **pursuant** to an ordered judgment. Ms. Johnson not only testified the Respondents have an invalid deed, she also testified the Respondents are in contempt of court, - Twice!

If the Hovick's Attorney, possessed a legal deed as prescribed by two judicial proceedings, she would *not* be praying to the courts for a quit claim deed to settle this matter. She would merely flash her clients deed on the bench, executed by both parties as prescribed by the Order, and the trial would be over!

LAW OF PROPERTY, Lawyers Edition, Chapter 10.16 pg 691
"A title traced through a judicial or other legal proceeding is unmarketable if it was

conducted without compliance with statute.

The Respondents (or their Attorney's) certainly had the power to appeal the decree, or ask for a quit claim prior to their purchase, however that would have ALERTED the Petitioner (Walter) of a sale of his children's future. "The mice will play, when the cat's away!" Perhaps, - they just didn't give a damn!

The two properties in dispute were encumbered by a Decree, Section 3-13, issued on 11/5/1999, and an Order issued from Island County Superior Court on 2/13/2002. These FACTS cannot be denied. A lawful deed could only be derived by the execution of the same from Walter Page and Debra Page. CP 74-75

See FIRTH v. HEFU LU, 46 Wn.2d 608 En Banc. (2002) "By it's plain language RCW 64.04.010 applies only to the following agreements: (1) actual conveyances of title or interests in real property; (2) agreements that create or evidence and encumbrance of real property. If any agreement falls into either of these categories, it is enforceable only if executed in the form of a deed."

CONCLUSION

The courts continue to manipulate the Boilerplate Language of a Settled Agreement, erasing the intention of the parties subject to the Agreement. The Court cannot deny that two prior Superior Courts have ratified and affirmed this valid Agreement, therefore, cannot return for another bite of the apple, by merely rearranging the spirit and wording of this Agreement. It has also been established that the purported CR2A agreement does not exist in the court's record or docket, therefore must be abrogated, and Attorney's should be admonished and sanctioned.

The Respondents have admitted under oath and on the record, they would need a quit claim deed (or other form of conveyance) from the Petitioner, to validate their purchase, - prescribed by law. Due Process, as further prescribed by the Agreement, notwithstanding Article 5 and 14, did not transpire as Agreed, Section 3.13.

This case is a spider web of angles and curves to circumvent the law, deceive and defraud the Petitioner and his family of the properties they worked their entire lives for, and will continue to fight for. This case needs to return to the Superior Court, whereas Due Process will prevail, and should have been addressed long prior to the Respondents purchase, and not waste the precious time of the higher courts.

Respectfully Submitted

Walter Page

Walter Page, Pro Se
PO Box 2816
Kenai, Alaska 99611
(907) 252-5757

APPENDIX A

FILED

NOV 0 5 1999

MARILEE BLACK
ISLAND COUNTY CLERK

SUPERIOR COURT OF WASHINGTON
COUNTY OF ISLAND

In re the Marriage of:	NO. 97-3-00436-3
Debra May Page, Petitioner, and Walter S. Page, Respondent.	DECREE OF DISSOLUTION (DCD)

Restraining Order Summary: PETITIONER & RESPONDENT ARE restrained from contacting EACH OTHER. See paragraph 3.8.

VIOLATION OF A RESTRAINING ORDER IN PARAGRAPH 3.8 BELOW WITH ACTUAL KNOWLEDGE OF ITS TERMS IS A CRIMINAL OFFENSE UNDER CHAPTER 26.09 RCW, AND WILL SUBJECT THE VIOLATOR TO ARREST. RCW 26.09.060.

I. JUDGMENT SUMMARY

Judgment summary does not apply.

II. BASIS

Findings of Fact and Conclusions of Law have been entered in this case.

III. DECREE

IT IS DECREED that:

3.1 STATUS OF THE MARRIAGE.

VOL186P001

The Law Offices of
Kelly Harvey & Carbone, LLP
P.O. Box 290
Clinton, WA 98236
(360) 341-1515
FAX (360) 341-3272

The marriage of the parties is dissolved.

3.2 PROPERTY TO BE AWARDED THE HUSBAND.

The husband is awarded as his separate property the property set forth in Exhibit H. This exhibit is attached or filed and incorporated by reference as part of this decree.

3.3 PROPERTY TO BE AWARDED TO THE WIFE.

The wife is awarded as her separate property the property set forth in Exhibit W. This exhibit is attached or filed and incorporated by reference as part of this decree.

3.4 LIABILITIES TO BE PAID BY THE HUSBAND.

The husband shall pay the community or separate liabilities set forth in Exhibit H1. This exhibit is attached or filed and incorporated by reference as part of this decree.

Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the date of separation.

3.5 LIABILITIES TO BE PAID BY THE WIFE.

The wife shall pay the community or separate liabilities set forth in Exhibit W1. This exhibit is attached or filed and incorporated by reference as part of this decree.

Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since the date of separation.

3.6 HOLD HARMLESS PROVISION.

Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

3.7 SPOUSAL MAINTENANCE.

The first payment shall be due on November 1, 1999. The obligation to pay future maintenance is terminatedupon the death of either party or the remarriage of the party receiving maintenance.

Other:

The respondent shall pay to the petitioner $600 a month in spousal maintenance until March 1, 2002. The maintenance obligation shall terminate on March 1, 2002 or upon the sale of and distribution of the proceeds of the Motorola property in Alaska, whichever occurs first. This

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maintenance is not part of the property division but is tied to the sale of property jointly owned by the parties since upon distribution of the proceeds of the sale of the property the petitioner's need for maintenance will no longer exist.

Payments shall be made directly to the other spouse.

3.8 CONTINUING RESTRAINING ORDER.

A continuing restraining order is entered as follows:

Both parties are restrained from assaulting, harassing, molesting or disturbing the peace of the other party.

3.9 PARENTING PLAN.

The parties shall comply with the Parenting Plan signed by the court on 11/5/99. The Parenting Plan signed by the court is approved and incorporated as part of this decree.

3.10 CHILD SUPPORT.

Child support shall be paid in accordance with the order of child support signed by the court on 11/5/99. This order is incorporated as part of this Decree.

3.11 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.

Does not apply.

3.12 NAME CHANGES.

Does not apply.

3.13 OTHER:

A). See Exhibit C.
B). Within 30 days of the entry of decree, the respondent shall buy a computer for petitioner with cost not to exceed $1,000.
C). Both parties shall execute whatever documents are necessary to carry out the transfers and distributions order herein. Any disputes concerning the requirements of this order shall be presented to the court for resolution.

Dated: 11-5-99

Judge/Commissioner

The Law Offices of
Kelly Harvey & Carbone, LLP
P.O. Box 290
Clinton, WA 98236
(360) 341-1515
FAX (360) 341-3272

Presented by:

H. Clarke Harvey
W.S.B.A. #8238
Attorney for Respondent

Approved for entry:
Notice of presentation waived:

Jacob Cohen
W.S.B.A. #5070
Attorney for Petitioner

DEBRA MAY PAGE, Petitioner

Interoffice #: Page
Client File: F:\SCPLUS\PAGE\PAGE.SCP 11/01/1999 03:03 p.m.
Form: F:\SCPLUS\PAGE\DR4_0400.TPL 11/02/1999 02:54 p.m.

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EXHIBIT H
ASSETS AWARDED TO HUSBAND

1. The amount of any settlement or judgment from the lawsuit with Exxon subject to the petitioner's crew share;
2. The walrus tusks and the moose horns;
3. His guns;
4. The two Bev Doolittle paintings;
5. The King Salmon Mount;
6. The 42' fishing vessel F/V Peregrine and rigging;
7. The 32' fishing vessel F/V Anticipation and rigging;
8. The commercial fisheries entry commissioner permit card Salmon Drift Cook Inlet Alaska # 503H62152M;
9. The 1993 Chevrolet 1-ton truck;
10. The portable house in Kenai, Alaska, with no land with it;
11. The business Kenai Steel Structures;
12. The respondent's tools;
13. Any and all other assets acquired by Respondent in his own name since the date of separation; April 1, 1999;
14. Husband's personal effects and clothing;
15. Household furnishings in Alaska;
16. Any social security or retirement benefits in respondent's name; and
17. ½ interest in the "Motorola" property in Alaska. (See Exhibit C).

EXHIBIT W
ASSETS AWARDED TO WIFE

1. House located at 4280 South Dear Lake Road, Clinton, Washington 98236, subject to the mortgage (see Exhibit H-1) more particularly described as follows:

   Lot A of Island County Short Plat No. 85/29 as approved August 18, 1986, and recorded August 18, 1986, under Auditor's file No. 86-009983 and in Volume 2 of Short Plats, page 62, records of Island County, Washington, being a portion of Government Lot 5, Section 26, Township 29 North, Range 3 east, W.M.

2. The Lake of the Woods property more particularly described as follows:

   Lake O The Woods, Lot 14, division No. 1, as per plat recorded in Volume 9 of Plats, page 55, Records of Island County, WA.

3. The 1990 Lincoln Towncar;
4. The 1977 Dodge Diplomat;
5. The 1965 Dodge Pickup;
6. An undivided 50% ownership in the Motorola property, antennas, tower structures and all other attachments to the property in Alaska (see Exhibit C);
7. A crew's share of any settlement of the lawsuit with Exxon;
8. The miscellaneous ivory;
9. The Oosiks;
10. Any and all other assets acquired by Petitioner in her own name since the date of separation, April 1, 1999;
11. Wife's personal effects and clothing;
12. Household furnishings in Whidbey Island residence;
13. Any social security or retirement benefits in petitioner's name;
14. Any benefits petitioner is entitled to as the result of her Indian status; and
15. Painting entitled "Evening Light" by Lymann.

EXHIBIT H1
LIABILITIES AWARDED TO HUSBAND

1. Any and all liabilities incurred by the husband after the parties' date of separation about 4/1/99;

2. Any and all liabilities in connection with any asset awarded to the husband;

3. As to the real property located on Deer Lake Road in Island County, Washington. The respondent shall pay the house payments to InterWest Bank until the mortgage is paid off. If the house is sold prior to the mortgage being paid off, the husband shall continue to pay the wife $458.00 per month until he has paid her the amount that was owing on the mortgage at the time the sale of the house closed.. Respondent shall also be responsible for paying the insurance payments on said property for 18 months or until said property is sold whichever occurs first. Payoff figures as of October 6, 1999 are reflected in Exhibit D. Interest rate on the loan is adjustable. Therefore, the exact number of future payments cannot be predicted at this time, however, at the time the house sells, the remaining payments to be paid by the husband to the wife will be determined at that time based upon the mortgage rate charged by InterWest at the time of the sale and the principal balance owed at the time of the sale taking into account all of the factors shown on the payoff sheet including late charges, reconveyance fees, and any other additional charges shown on the payoff sheet. and

4. Any community debts incurred prior to 4/1/99, including but not limited to unpaid taxes. In the event of a tax audit, respondent shall pay any additional taxes and penalties that may be owed.

EXHIBIT W1
LIABILITIES AWARDED TO WIFE

1. Any and all liabilities incurred by the wife after the parties' date of separation about 4/1/99; and

2. Any and all liabilities in connection with any asset awarded to the wife.

EXHIBIT C
COMMUNITY PROPERTY

As to the real property identified as the Motorola property, in Alaska, more particularly described as follows:

> Until mutually agreedupon, and until staked and surveyed at Licensee's expense, the licensed site is mutually agred to be approximately 3,000 square feet of land area located on the highest contours of the hilltop in Tract E of the Drew Homestead, within government Lot #7, Section 3, Township 7 North, Range 21 West, Seward Meridian, Kenia Peninsula Borough, Alaska as shown on Plat certified by Jesse Loadell #3808-3.

Petitioner shall be entitled to receive the lease payments from Motorola or its successor in interest for a period of six years beginning March 1, 2002. At the conclusion of the six-year period of time, any additional lease payments received shall be divided ½ to petitioner, ½ to respondent. In the event that the property is sold instead of being leased, the proceeds of the sale of the property shall be divided ½ to petitioner, ½ to respondent. The petitioner and respondent shall hold title to this property each as to a 50% undivided interest as tenants in common and not as joint tenants with right of survivorship. They will each have an undivided ½ interest in said property and will sign whatever documents or deeds are necessary to hold title as above. Any disputes as to whether the property should be leased, sold or otherwise shall be referred to the Island County Superior Court for resolution.

APPENDIX B

SE#: 97-3-00436-3 JUDGMENT# 01-9-00102-7 JUDGE ID: 1
TLE: PAGE VS PAGE
LED: 10/16/1997
USE: DIC DISSOLUTION WITH CHILDREN DV: Y

SOLUTION: STPR DATE: 11/05/1999 SETTLED BY PARTIES AND/OR AGREED JUDGMEN
MPLETION: JODF DATE: 11/05/1999 JUDGMENT/ORDER/DECREE FILED
SE STATUS: CMPL DATE: 11/05/1999 COMPLETED/RE-COMPLETED
CHIVED: RESTORE DATE : 11/15/2004
NSOLIDT:
OTE1:HANCOCK RECUSED **CHURCHILL RECUSED**SNOHOMISH COUNTY JUDGE BOWDEN
OTE2: *DECREE OF DISSOLUTION 10 PAGES**

PARTIES

CONN.	LAST NAME, FIRST MI TITLE	LITIGANTS	SERVICE
PET01	PAGE, DEBRA MAY		
RSP01	PAGE, WALTER S		
ATP01	COHEN, JACOB		
BAR#	05070		
WSD01			
WTR01	HARVEY, H. CLARKE		05/19/2000
BAR#	08238		
WTR02	HARVEY, H. CLARKE		07/26/2000
BAR#	08238		
WTR03	SKINNER, CHRISTON CLARK		08/02/2002
BAR#	09515		
PSD01			

APPEARANCE DOCKET

UB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
	10/16/1997	$FW	FEE WAIVED	
	10/16/1997	MTAF	MT & DECLR TO COMMENCE & PROSECUTE PROCEEDINGS IN FORMA PAUPERIS	
	10/16/1997	ORPRFP	ORDER TO COMMENCE & PROSECUTE PROCEEDINGS INFORMA PAUPERIS	
		COM02	COMMISSIONER MARILEE BLACK	
	10/16/1997	PTDSS	PETITION FOR DISSOLUTION OF MARRIAGE	
	10/16/1997	SM	SUMMONS	
	10/16/1997	MTAF	MT & DECLR FOR TEMPORARY ORDER & ORD TO SHOW CAUSE	
	10/16/1997	ORTSC	ORDER TO SHOW CAUSE	10-31-1997LG
		COM02	COMMISSIONER MARILEE BLACK	
		ACTION	SHOW CAUSE	
	10/31/1997	HSTKNA	HEARING STRICKEN:IN COURT NONAPPEAR	
		JDG01	JUDGE ALAN R. HANCOCK	
		CTR01	COURT REPORTER MARGARET LEGGETT	
	04/30/1999	MTAF	MOTION & DCLR FOR EXPARTE RESTRAIN ORDER AND FOR ORDER TO SHOW CAUSE	
	04/30/1999	ORTSC	EXPARTE RESTRAINING ORD/ORD TO SHOW	05-28-1999LG

APPEARANCE DOCKET

B#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
			CAUSE	
		JDG02	JUDGE VICKIE I. CHURCHILL	
		ACTION	SHOW CAUSE	
	04/30/1999	NOTE	SENT TO ICSO EXPARTE RESTRAIN ORDER	
	05/12/1999	ACSR	ACCEPTANCE OF SERVICE-WALTER S PAGE FAX	
	05/17/1999	DCLRM	DECLARATION OF MAILING	
	05/19/1999	NTAPR	NOTICE OF APPEARANCE	
	05/25/1999	ACSR	ACCEPTANCE OF SERVICE-WALTER S PAGE PETITION,SUMMONS,ETC	
	05/28/1999	TMO	TEMPORARY ORDER	
		JDG01	JUDGE ALAN R. HANCOCK	
	05/28/1999	EXWACT	EX-PARTE ACTION WITH ORDER	
		JDG01	JUDGE ALAN R. HANCOCK	
		CTR01	COURT REPORTER JEANNE M WELLS	
	05/28/1999	NOTE	SENT TO ICSO-TEMP ORDER & LEI	
	06/02/1999	RSP	RESPONSE TO PETITION	
	06/11/1999	TMO	AMENDED TEMPORARY ORDER	
		JDG01	JUDGE ALAN R. HANCOCK	
	06/11/1999	NOTE	SENT TO ICSO-AMENDED TEMP ORDER	
	06/11/1999	NTTRDK	NOTE FOR TRIAL DOCKET	08-25-1999T
		ACTION	TRIAL ASSIGNMENT	
	06/11/1999	NT	NOTICE OF CONFLICT DATES	
	06/16/1999	NT	NOTICE OF CONFLICT DATES	
	06/25/1999	NTHG	NOTICE OF READINESS HEARING	08-27-1999LJ
		ACTION	READINESS HEARING	
	06/25/1999	NTTD	NOTICE OF TRIAL DATE	10-07-1999
		ACTION	TRIAL 1 DAY 1ST SET 9:30 AM	
	07/02/1999	TMO	SECOND AMENDED TEMPORARY ORDER	
		JDG02	JUDGE VICKIE I. CHURCHILL	
	07/02/1999	NOTE	SENT TO ICSO 2ND AMENDED TEMPORARY ORDER	
	08/27/1999	PTMHRG	PRE-TRIAL MANAGEMENT HEARING	
		COM01	COMMISSIONER KAREN LERNER	
		CTR03	COURT REPORTER PRO TEM	
	09/01/1999	NTD	NOTICE OF DEPOSITION UPON ORAL EXAMINATION	
	10/15/1999	TMO	TEMPORARY ORDER	
		JDG01	JUDGE ALAN R. HANCOCK	
	11/05/1999	RQ	REQUEST FOR ENTRY OF DECREE & DCLR OF JURISDICTIONAL FACTS	
	11/05/1999	PP	PARENTING PLAN (FINAL ORDER)	
		JDG02	JUDGE VICKIE I. CHURCHILL	
	11/05/1999	CSW	CHILD SUPPORT WORKSHEET	
	11/05/1999	ORS	ORDER OF CHILD SUPPORT	
		JDG02	JUDGE VICKIE I. CHURCHILL	
	11/05/1999	FNFCL	FINDINGS OF FACT&CONCLUSIONS OF LAW	
	11/05/1999	DCD	DECREE OF DISSOLUTION 186-001	
		JDG02	JUDGE VICKIE I. CHURCHILL	
	11/05/1999	NOTE	SENT TO OSE/OLYMPIA DECREE, ORS, WORKSHEETS, PARENT PLAN, FINDINGS	
	05/08/2000	NTIWD	NOTICE OF INTENT TO WITHDRAW	
	05/25/2000	MTAF	MT & DECLR TO SERVE BY MAIL	

APPEARANCE DOCKET

JB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
	05/25/2000	OR	ORDER ALLOWING SERVICE BY MAIL	
		COM02	COMMISSIONER MARILEE BLACK	
	05/25/2000	MTSC	MT TO REDUCE UNPAID MIANTENANCE & OTHER OBLIGAITONS TO JUDGMENT & FOR ORDER TO SHOW CAUSE	
	05/25/2000	ORTSC	ORDER TO SHOW CAUSE	06-30-2000LG
		COM02	COMMISSIONER MARILEE BLACK	
		ACTION	MT TO REDUCE UNPAID MAINT TO	
		ACTION	JUDGMENT, SHOW CAUSE	
	05/31/2000	DCLRM	DECLARATION OF MAILING	
	06/02/2000	NTAPR	NOTICE OF APPEARANCE	
	06/14/2000	DCLR	DECLR JACOB COHEN RE PAYMENT TO INTERWEST	
	06/20/2000	NTMTDK	NOTE FOR MOTION	07-21-2000
		ACTION	MOTION TO REDUCE UNPAID MAINT &	
		ACTION	OTHER OBLIGATIONS TO JUDGMENT	
		ACTION	*CONT PER CLERKS MINUTE 6/30/00	
	06/30/2000	HCNTPA	CONTINUED: PLAINTIFF ATTY REQUESTED	07-28-2000
		JDG01	JUDGE ALAN R. HANCOCK	
		CTR01	COURT REPORTER JEANNE M WELLS	
		ACTION	MOTION TO REDUCE UNPAID	
		ACTION	MAINTENANCE TO JUDGMENT/SHOW CAUSE	
		ACTION	AMENDED 07-21-00	
	07/21/2000	NTMTDK	NOTE FOR MOTION AMENDED	08-04-2000LG
		ACTION	MOTION TO REDUCE UNPAID	
		ACTION	MAINTENANCE & OTHER OBLIGATIONS TO	
		ACTION	JUDGMENT	
	07/26/2000	NTIWD	NOTICE OF INTENT TO WITHDRAW	
	08/04/2000	LTR	LETTER TO COURT FROM WALTER PAGE	
	08/04/2000	DCLR	DECLARATION OF RESPONDENT	
	08/04/2000	MTHRG	MOTION HEARING	
		COM03	VISITING COMMISSIONERS	
		CTR03	COURT REPORTER PRO TEM	
	08/08/2000	TSPR	TRANSCRIPT OF PROCEEDINGS OF COURTS RULING 8-4-2000	
	10/16/2000	NTAPR	NOTICE OF APPEARANCE	
	11/01/2000	MTAF	MT & DECLR TO VACATE DECREE OF DISS OF MARRIAGE	
	11/01/2000	DCLR	DECLR OF WALTER S PAGE RE MT TO VACATE DECREE OF DISS OF MARRIAGE	
	11/07/2000	ACSR	ACCEPTANCE OF SERVICE-OBO DEBRA MAY PAGE	
			*****END OF FILE #1****	
	11/15/2000	MT	PETITIONERS MOTION TO CONFIRM WAIVER OF ATTORNEY-CLIENT PRIVILEGE BY RESPONDENT WALTER S PAGE	
	11/15/2000	NTD	NOTICE OF DEPOSITION UPON ORAL EXAM	
	11/15/2000	SBDT	SUBPOENA DUCES TECUM FOR DEPOSITION	
	11/15/2000	DCLRM	DECLARATION OF MAILING	
	11/15/2000	NTMTDK	NOTE FOR MOTION DOCKET	11-21-2000LG
		ACTION	PETITIONERS MT TO CONFIRM WAIVER OF	
		ACTION	ATTORNEY-CLIENT PRIVILEGE BY RESP	
		ACTION	WALTER S PAGE	

APPEARANCE DOCKET

JB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
7	11/16/2000	NTMTDK	NOTE FOR MOTION DOCKET	01-08-2001
		ACTION	RESPONDENTS MOTION TO VACATE DECREE	
		ACTION	OF DISSOLUTION	
8	11/17/2000	AFSR	AFFIDAVIT OF SERVICE	
9	11/17/2000	MTDSM	PET MT TO DISMISS RESP MT & DECLR TO VACATE DECREE OF DISS OF MARRIAGE OR IN THE ALTERNATIVE TO SET A FACT FINDING HEARING	
10	11/17/2000	NTMTDK	NOTE FOR MOTION DOCKET	12-08-2000LG
		ACTION	MOTION TO DISMISS RESPONDENTS MT &	
		ACTION	DCLR TO VACATE DECREE OR MT TO SET	
		ACTION	FACT FINDING HEARING	
	11/17/2000	DCLRM	DECLARATION OF MAILING	
	11/21/2000	OR	ORDER ON PETS MT TO CONFIRM WAIVER OF ATTY/CLIENT PRIVILEGE BY WALTER S PAGE	
		COM02	COMMISSIONER MARILEE BLACK	
	12/05/2000	AF	AFFIDAVIT OF JACOB COHEN RE EXCERT FROM WALTER PAGE DESPO 12-07-1999	
	12/05/2000	DCLRM	DECLARATION OF MAILING	
	12/06/2000	NTD	NOTICE OF DEPOSITION UPON ORAL EXAMINATION	
	12/06/2000	SBDT	SUBPOENA DUCES TECUM FOR DEPO	
	12/06/2000	SBDT	SUBPOENA DUCES TECUM FOR DEPO	
	12/06/2000	DCLRM	DECLARATION OF MAILING	
	12/06/2000	MT	PETITIONERS 2ND MT TO CONFIRM WAIVER OF ATTY-CLIENT PRIVILEGE BY RESPONDENT WALTER S PAGE	
	12/06/2000	NTMTDK	NOTE FOR MOTION	12-15-2000
		ACTION	MT TO CONFIRM WAIVER OF	
		ACTION	ATTY-CLIENT PRIVILEGE	
	12/06/2000	AF	AFFIDAVIT OF DELIVERY	
	12/06/2000	NTPRES	NOTICE OF PRESENTATION	12-15-2000LG
		ACTION	PRESENTATION, MT TO CONFIRM WAIVER	
		ACTION	OF ATTY-CLIENT PRIVILEGE	
	12/06/2000	RSP	RESPONSE TO PETITIONERS MT TO DISMISS	
	12/06/2000	DCLR	DECLARATION OF WALTER S PAGE RE MT TO DISMISS	
	12/08/2000	MM	PETITIONERS MEMO OF LAW IN SUPPT OF PETITIONERS MT TO DISMISS	
	12/08/2000	MTHRG	MOTION HEARING	
		JDG01	JUDGE ALAN R. HANCOCK	
		CTR01	COURT REPORTER JEANNE M WELLS	
	12/13/2000	NTMDLF	NOTE FOR MOTION DOCKET-LATE FILING	12-15-2000
		ACTION	PRESENTATION	
	12/15/2000	RSP	RESPONSE TO PETITIONERS MOTION TO RE ATTY CLIENT PRIVILEGE	
	12/15/2000	NTD	NOTICE OF INTENTION TO TAKE THE DEPO OF DEBRA MAY PAGE	
	12/15/2000	MTAF	MOTION & DCLR ENTRY OF PROTECTIVE ORD	
	12/15/2000	DCLR	DCLR OF WALTER S PAGE RE MOTION	

B#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
			FOR PROTECTIVE ORDER	
	12/15/2000	DCLR	DCLR OF CHRISTON C SKINNER RE MOTION FOR PROTECTIVE ORDER	
	12/15/2000	NTMTDK	NOTE FOR MOTION	12-15-2000LG
		ACTION	MOTION FOR PROTECTIVE ORDER	
	12/15/2000	OR	ORDER ON PETITIONERS MOTION TO DISMISS RESP MOTION & DCLR TO VACATE DECREE OF DISSOLUTION OF MARRIAGE OR IN THE ALTERNATIVE TO SET A FACT FINDING HEARING	01-08-2001
		JDG01	JUDGE ALAN R. HANCOCK	
		ACTION	RESPONDENTS MOTION TO VACATE	
		ACTION	DISSOLUTION OF MARRIAGE	
	12/15/2000	ORPRT	ORD FOR PROTECTION	
		JDG01	JUDGE ALAN R. HANCOCK	
	12/15/2000	MTHRG	MOTION HEARING	
		JDG01	JUDGE ALAN R. HANCOCK	
		CTR03	COURT REPORTER PRO TEM	
	12/22/2000	NTPRES	NOTICE OF PRESENTATION	01-05-2001LG
		ACTION	PRESENTATION	
	01/05/2001	MTHRG	MOTION HEARING	
		JDG01	JUDGE ALAN R. HANCOCK	
		CTR01	COURT REPORTER JEANNE M WELLS	
	01/05/2001	OR	ORD RE WAIVER OF ATTORNEY-CLIENT PRIVILEGE	
		JDG01	JUDGE ALAN R. HANCOCK	
	01/17/2001	NTD	NOTICE OF DEPOSITION UPON ORAL EXAM	
	01/17/2001	SBDT	SUBPOENA DUCES TECUM FOR DEPO	
	01/19/2001	NTD	NT OF INTENTION TO TAKE THE DEPO OF DEBRA MAY PAGE	
	01/24/2001	MT	MT TO HOLD RESP IN CONTEMPT FOR FAILURE TO PAY MAINTENANCE	
	01/24/2001	NTMTDK	NOTE FOR MOTION DOCKET	02-02-2001LG
		ACTION	MT FOR CONTEMPT	
			*** END OF FILE #2 ***	
	02/02/2001	PTMD	PETITION FOR SUPPORT MODIFICATION	
	02/02/2001	MTAF	MOTION & DCLR FOR TEMPORARY ORDER	
	02/02/2001	DCLR	RESPONSIVE DCLR OF WALTER S PAGE RE MOTION FOR CONTEMPT	
	02/02/2001	FNDCLR	FINANCIAL DECLARATION-RESPONDENT	
	02/02/2001	NTC	NOTE FOR DISSOLUTION CALENDAR	02-16-2001LG
		ACTION	MOTION FOR TEMPORARY ORDER	
	02/02/2001	OR	ORDER ON PETITIONERS MOTION TO HOLD RESPONDENT IN CONTEMPT FOR FAILURE TO PAY MAINTENANCE & JUDGMENT & OTHER RELIEF 193-452	
		JDG01	JUDGE ALAN R. HANCOCK	
	02/02/2001	EXWACT	EX-PARTE ACTION WITH ORDER	
		JDG01	JUDGE ALAN R. HANCOCK	
		CTR01	COURT REPORTER JEANNE M WELLS	
	02/07/2001	NTD	RE-NOTED NOTICE OF INTENTION TO TAKE THE DEPO OF DEBRA MAY PAGE	
	02/09/2001	SBDT	SUBPOENA DUCES TECUM FOR DEPO	

APPEARANCE DOCKET

B#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
			AMENDED	
4	02/13/2001	APL	APPLICATION & AFFIDAVIT FOR WRIT OF GARN AS PER RCW 6.27.060	
5	02/13/2001	WRG	WRIT OF GARNISHMENT	
6	02/09/2001	NTD	NOTICE OF DEPOSITION UPON ORAL EXAM AMENDED	
7	02/12/2001	ACSR	ACCEPTANCE OF SERV-OBO DEBRA MAY PAGE	
8	02/14/2001	AFSR	AFFID OF SERV-CHRISTON SKINNER	
9	02/16/2001	ANWRGR	ANSWER TO WRIT OF GARNISHMENT	
10	02/16/2001	HSTKCC	HEARING CANCELLED: COURT'S REQUEST	
		JDG01	JUDGE ALAN R. HANCOCK	
		CTR01	COURT REPORTER JEANNE M WELLS	
11	02/22/2001	AFSRML	AFFID OF SERV BY US POSTAL SERVICE	
12	02/22/2001	SBDT	SUBPOENA DUCES TECUM FOR DEPOSITION	
13	03/14/2001	SBDT	SUBPOENA DUCES TECUM FOR DEPOSITION	
14	03/14/2001	NTD	NOTICE OF DEPOSITION UPON ORAL EXAMINATION	
15	03/14/2001	DCLRM	DECLARATION OF MAILING	
16	03/14/2001	NTTRDK	NOTE FOR TRIAL ASSIGNMENT	03-30-2001T
		ACTION	TRIAL ASSIGNMENT	
17	03/14/2001	NT	NOTICE OF CONFLICT DATES	
18	03/27/2001	NT	NOTICE OF CONFLICT DATES	
19	04/03/2001	NTHG	NOTICE OF HEARING	08-03-2001LJ
		ACTION	READINESS HEARING	
	04/03/2001	NTTD	NOTICE OF TRIAL DATE	08-21-2001T1
		ACTION	TRIAL 3 DAYS 9:30AM (FIRST SET)	
20	04/11/2001	NTD	RE-NOTED NOTICE OF INTENTION TO TAKE THE DEPOSITION OF DEBRA MAY PAGE	
21	04/11/2001	SBDT	REISSUED SUBPOENA DUCES TECUM FOR DEPOSITION	
22	04/17/2001	SBDT	SUBPOENA DUCES TECUM FOR TRIAL	
23	04/17/2001	RQPD	PETITIONERS REQUEST FOR PRODUCTION OF DOCUMENTS	
24	04/24/2001	AFSR	AFFIDAVIT/DECLARATION OF SERVICE H CLARKE HARVEY	
25	04/25/2001	OB	RESP OBJ TO REQ FOR PROD OF DOCS	
26	04/26/2001	MTAF	MT & AFFID FOR EXAM OF JUDGMENT DEBTORS	
27	04/26/2001	NTMTDK	NOTE FOR MOTION DOCKET	05-11-2001LD
		ACTION	MT FOR EXAM OF JUDGMENT DEBTORS	
28	05/11/2001	OREX	ORDER FOR EXAM OF JUDGMENT DEBTOR	05-23-2001
		COM01	COMMISSIONER KAREN LERNER	
		ACTION	SUPPLEMENTAL PROCEEDINGS 11:00AM	
	05/11/2001	MTHRG	MOTION HEARING	
		COM01	COMMISSIONER KAREN LERNER	
		CTR03	COURT REPORTER PRO TEM	
	08/02/2001	MT	PETITIONERS MOTION TO REDUCE UNPAID MORTGAGE PAYMENTS TO JUDGMENT AGAINST RESPONDENT WALTER S PAGE & FOR ATTORNEYS FEES	
	08/02/2001	FNDCLR	FINANCIAL DECLARATION-PETITIONER	

APPEARANCE DOCKET

B#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
2	08/02/2001	NTMTDK	NOTE FOR MOTION	08-21-2001LG
		ACTION	PETITIONERS MT TO REDUCE UNPAID	
		ACTION	MORTGAGE PMTS TO JUDGMENT AGAINST	
		ACTION	RESP WALTER S PAGE & FOR ATTY FEES	
3	08/03/2001	LTR	LTR TO COURT FROM MR SKINNER	
4	08/03/2001	PTMHRG	PRE-TRIAL MANAGEMENT HEARING	
		JDG01	JUDGE ALAN R. HANCOCK	
		CTR01	COURT REPORTER JEANNE M WELLS	
5	08/15/2001	MTCM	PETITIONERS MOTION TO COMPEL RESP TO SIGN DEED TO ALASKA REAL PROPERTY & ATTORNEYS FEES	
6	08/15/2001	NTMTDK	NOTE FOR MOTION	08-21-2001
		ACTION	PETITIONERS MOTION TO COMPEL RESP	
		ACTION	TO SIGN DEED TO ALASKA REAL	
		ACTION	PROPERTY 9:30 AM	
6A	08/20/2001	TRBF	PETITIONERS TRIAL BRIEF	
			******END OF FILE #3*********	
7	08/21/2001	FNDCLR	FINANCIAL DECLARATION-RESPONDENT	
8	08/21/2001	TRBF	RESPONDENTS TRIAL BRIEF	
9	08/21/2001	MTHRG	MOTION HEARING	
		JDG01	JUDGE ALAN R. HANCOCK	
		CTR01	COURT REPORTER JEANNE M WELLS	
		APT	ACTUAL PROCEEDING TIME	.08
0	08/22/2001	NT	NOTICE OF CONFLICT DATES	
1	08/23/2001	TRBF	PETITIONERS SUPPLEMENTAL TRIAL BRIEF RE WIFES NON DISCLOSURE OF OPINIONS OF VALUE OF DEER LAKE RESIDENCE	
2	08/23/2001	REC	RECUSAL OF JUDGE HANCOCK	
3	08/31/2001	REC	RECUSAL OF JUDGE CHURCHILL	
4	09/06/2001	NTD	NOTICE OF INTENTION TO TAKE DEPO OF SKIP DEMUTH OR RECORDS CUSTODIAN FOR WHIDBEY APPRAISAL	
5	09/06/2001	NTD	NOTICE OF INTENTION TO TAKE DEPO OF MIKE DALTON OR RECORDS CUSTODIAN FOR DALTON REALTY	
6	09/11/2001	AFSR	AFFIDAVIT OF SERVICE-MIKE DALTON	
7	09/12/2001	NT	NOTICE OF CONFLICT DATES	
8	09/13/2001	NTTD	AMENDED NOTICE OF TRIAL DATE	12-10-2001
		ACTION	TRIAL 3 DAY 1ST SET 9:30AM TO BE	
		ACTION	HEARD BY JUDGE GEORGE BOWDEN	
		ACTION	FROM SNOHOMISH COUNTY	
		ACTION	AMENDED NOTICE 01-14-2002	
9	12/11/2001	NT	NOTICE OF CONFLICT DATES	
0	12/11/2001	NT	NOTICE OF CONFLICT DATES	
	12/19/2001	NT	NOTICE OF CONFLICT DATES	
1	01/04/2002	NTHG	AMENDED NOTICE OF READINESS HEARING	03-08-2002
		ACTION	READINESS HEARING *TO BE HEARD IN	
		ACTION	SKAGIT COUNTY	
	01/04/2002	NTTD	NOTICE OF TRIAL DATE	03-25-2002
		ACTION	TRIAL 3 DAY 1ST SET *TO BE HEARD BY	
		ACTION	SKAGIT COUNTY JUDGE*	
2	01/17/2002	NTTD	NOTICE OF TRIAL DATE	02-12-2002T3

NB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
		ACTION	TRIAL 3 DAY 1ST SET **TO BE HEARD	
		ACTION	BY SKAGIT COUTY JUDGE**	
4	01/22/2002	SBDT	SUBPOENA DUCES TECUM FOR TRIAL	
5	02/12/2002	RPY	RESPONDENTS REPLY TO PETITIONERS SUPPLEMENTAL REPORT	
6	02/12/2002	AFSR	AFFIDAVIT OF SERV-HELGA JOHNSON	
7	02/12/2002	DEPP	PRE-TRIAL ORAL DEPO OF WALTER S PAGE VOLUME II	
			END OF FILE 4	
8	02/12/2002	DEPP	PRETRIAL ORAL DEP OF DEBRA MAY PAGE	
			END OF FILE 5	
9	02/12/2002	DEPP	TELEPHONIC EXAM OF WALTER STERLING PAGE	
0	02/12/2002	DEPP	PRETRIAL ORAL TELPHONIC DEPO WALTER S PAGE	
			END OF FILE 6	
			END OF FILE 7	
			FILE 7 ONLY HAS EXHIBITS TO DEPO THAT IS IN FILE 6	
1	02/13/2002	DEPP	PRETRIAL ORAL DEPO OF H CLARKE HARVEY	
			END OF FILE 8	
2	02/13/2002	DEPP	PRETRIAL ORAL DEPO OF H CLARK HARVEY VOLUME II	
			END OF FILE 9	
3	02/13/2002	NJTRIAL	NON-JURY TRIAL	
		VIS	VISITING JUDGE RICKERT	
		CTR01	COURT REPORTER JEANNE M WELLS	
		APT	ACTUAL PROCEEDING TIME	7.59
4	03/21/2002	MT	PET MT FOR AN ORD DIRECTING WALTER PAGE TO SIGN LAND LEASE AGREEMENT FOR MOTOROLA SITE IN ALASKA OR IN THE ALTERNATIVE APPOINTING THE CLERK OF COURT AS A COMMISSIONER TO SIGN THE LEASE FOR WALTER PAGE & ATTORNEY FEES	
5	03/21/2002	NTMTDK	NOTE FOR MOTION	04-03-2002
		ACTION	MT TO DIRECT WALTER PAGE TO SIGN	
		ACTION	LAND LEASE AGREEMENT FOR PINNACLE	
		ACTION	ANTENNA SITE IN ALASKA	
6	03/21/2002	MT	PET MT FOR AN ORD DIRECTING WALTER PAGE TO SIGN DEED FOR ALASKA PROPERTY OR IN THE ALTERNATIVE APPOINTING THE CLERK OF COURT AS A COMMISSIONER TO SIGN THE DEED FOR WALTER PAGE & ATTORNEYS FEES	
7	03/21/2002	NTMTDK	NOTE FOR MOTION	04-03-2002
		ACTION	MT DIRECTING WALTER PAGE TO SIGN	
		ACTION	DEED FOR ALASKA PROPERTY & LEASE	
		ACTION	AGREEMENT FOR PINNACLE ANTENNA SITE	
		ACTION	IN ALASKA/TO BE HEARD IN SKAGIT CO	
	03/27/2002	DCLR	SUPPLEMENTAL DCLR OF PETITIONERS ATTY JACOB COHEN RE WALTER PAGES	

APPEARANCE DOCKET

B#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
			CONTINUING INTERFERENCE W/SUBLEASES ON KENAI ANTENNA SITE	
9	04/01/2002	MT	MOTION TO STRIKE	
0	04/01/2002	DCLR	DCLR OF WALTER S PAGE OPPOSING EXECUTION OF LEASE	
1	07/25/2002	NTIWD	NOTICE OF INTENT TO WITHDRAW	
2	09/05/2002	NTAPR	ENTRY OF APPEARANCE	
3	09/05/2002	MT	RESP MT FOR RECONSIDERATION OF ORAL RULING ISSUED FEBRUARY 12&13 2002`	
4	09/05/2002	DCLR	SUPPLEMENTAL DCLR OF WALTER S PAGE RE MT FOR RECONSIDERATION SPECIFICALLY LACK OF AUTHORITY TO ENTER INTO DECREE OF DISSOLUTION & EXXON VALDEZ SETTLEMENT	
5	09/05/2002	DCLRM	DECLARATION OF MAILING	
6	09/05/2002	DCLRM	DECLARATION OF MAILING	
7	09/11/2002	NT	NOTICE OF CONFLICT DATES	
8	09/13/2002	NTC	NOTE FOR CALENDAR	09-20-2002
		ACTION	MOTION FOR RECONSIDERATION	
			END OF FILE 10	
9	09/16/2002	NTAPR	ENTRY OF APPEARANCE	
0	09/16/2002	MT	RESP MT FOR RECONSIDERATION OF ORAL RULING ISSUED FEBRUARY 12 & 13 2002	
1	09/16/2002	DCLR	DECLARATION	
2	09/16/2002	DCLRM	DECLARATION OF MAILING	
3	09/25/2002	OR	ORDER DENYING RESPONDENTS MT FOR RECONSIDERATION OF ORAL RULING ISSUED ON FEBRUARY 12 & 13, 2002	
4	10/04/2002	MTHRG	MOTION HEARING	
		VIS	VISITING JUDGE	
5	11/18/2002	OR	STIPULATION & ORDER	
6	03/12/2003	STPORE	STIP&OR RET EXHBTS UNOPNED DEPOSTNS	
		JDG02	JUDGE VICKIE I. CHURCHILL	
7	03/12/2003	EXLST	EXHIBIT LIST	
8	03/14/2003	RCP	CERTIFIED MAIL RECEIPT RE EXHIBITS	
9	03/18/2003	RCP	CERTIFIED MAIL RECEIPT RE EXHIBITS	

END

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE

RAYMOND A. HOVICK and JACQUELINE R. HOVICK, husband and wife,	)	No. 71020-6-I
Respondents,	)	
v.	)	
WALTER S. PAGE,	)	UNPUBLISHED OPINION
Appellant.	)	FILED: June 15, 2015

VERELLEN, A.C.J. — The law of the case doctrine generally precludes a party from raising claims on appeal that were or could have been raised in an earlier appeal in the same case. All of the claims asserted by Walter Page in this appeal were or could have been raised in his first appeal in this case. They are therefore barred by the law of the case doctrine. We decline to exercise our discretion to reconsider any issues addressed in our previous decision and affirm.

FACTS

The facts underlying this litigation were set forth in our 2012 decision addressing Page's first appeal in this case:

> Walter Page and Debra Page divorced in November 1999. The agreed dissolution order awarded Ms. Page the two parcels of real property on Whidbey Island at issue in this appeal (the Deer Lake property). The decree also directed the parties to "execute whatever

documents are necessary to carry out the transfers and distributions order[ed] herein."

In 2000, Page moved to vacate the decree, alleging, among other things, that he had not signed the decree and had not authorized his attorney to approve the decree for entry. After considering the conflicting testimony of Page and his former attorney, the trial court denied the motion to vacate, finding that Page had authorized his attorney to enter into the proposed settlement and to approve the agreed dissolution decree. Page did not appeal from the trial court's decision.

In September 2000, Ms. Page sold the Deer Lake property to respondents Raymond and Jacqueline Hovick via a statutory warranty deed. In November 2002, Page and his ex-wife entered into a CR 2A stipulation settling a dispute about an unrelated parcel of property. Under the terms of the stipulation, Page also agreed "that he will assert no claims against the petitioner [Ms. Page] or any third parties in connection with the respondent's [sic] sale of the Island County, Deer Lake Road real property that was awarded to her in the decree."

In November 2002, Page filed a legal malpractice action, once again alleging that he had not authorized his former attorney to approve the agreed dissolution decree. The trial court eventually dismissed Page's claims on summary judgment. This court affirmed, concluding that collateral estoppel barred Page's attempt to relitigate the alleged lack of authority issue. See Page v. Kelly & Harvey, No. 55518-9-I (Wash. Ct. App. Jan. 12, 2006). Despite the court rulings, Page continued to claim he had an ownership interest in the Deer Lake property in various representations to the title company, the sheriff's office, and various businesses.

On February 23, 2009, Page recorded a lis pendens against one of the Deer Lake parcels, alleging a pending action under the dissolution cause number. On June 12, 2009, the Hovicks filed this action seeking release of the lis pendens and an injunction prohibiting Page from any future efforts to cloud their title on the Deer Lake property. In response, Page filed counterclaims seeking an award of damages based on a theory of ouster and an order quieting title to the property in Page and the Hovicks as tenants-in-common.

At the hearing on April 23, 2010, Page once again alleged that he had never authorized his attorney to enter into a settlement and approve the entry of the decree. He argued that because he had never

> conveyed his interest in property to his ex-wife, he retained an ownership interest.
>
> The court found that the dissolution decree awarded the disputed property to Page's ex-wife and that Page had no ownership interest. The court cancelled the lis pendens, restrained Page from "filing, recording or otherwise affecting title to the real property," and awarded the Hovicks attorney fees under RCW 4.28.328.
>
> On June 17, 2010, the trial court granted the Hovicks' motion for summary judgment and dismissed all of Page's counterclaims as frivolous. The court entered a judgment quieting title to the property in the Hovicks and awarding the Hovicks their attorney fees under RCW 4.84.185.[1]

Page appealed the trial court's decision, and we affirmed. We rejected Page's argument that he retained an interest in the Island County property after the dissolution decree awarded that property to his ex-wife. We also rejected his arguments that the agreed property distribution in the decree was invalid because he did not sign it or authorize his attorney to enter it, and that the trial judge should have recused due to an alleged conflict of interest arising from her husband's real estate business. The Washington State Supreme Court denied Page's petition for review and the mandate issued.

On September 23, 2013, a court commissioner entered judgment on the mandate. The judgment awarded the Hovicks $22,243 in fees and costs. Page filed a notice of appeal from the commissioner's decision.

The Hovicks then moved to clarify an apparent clerical error in the judgment entered by the commissioner. Page filed a motion for mistrial. The same judge who granted the summary judgment we reviewed in 2012 heard the parties' motions.

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[1] Hovick v. Page, noted at 171 Wn. App. 1022, 2012 WL 5382954, at *1-*2.

Page argued, as he did in his 2012 appeal, that the judge should have recused because of her husband's real estate company. He also argued that the court lacked jurisdiction "to over-ride an [a]greement" between the parties as to the disposition of their property.[2]

After briefly addressing the recusal argument, the court orally denied Page's mistrial motion and granted the Hovicks' motion for clarification. The court's subsequent written order addressed the Hovicks' motion, but said nothing about Page's mistrial motion. Page subsequently amended his notice of appeal to include the order of clarification.

DECISION

Page contends (1) the superior court lacked jurisdiction over the Island County properties at all times, (2) the judge had a conflict of interest and should have recused from hearing the motions for summary judgment and clarification of the judgment, (3) the parties' prior agreed distribution of property has repeatedly been mischaracterized as a divorce by trial, (4) the Hovicks admit they lack a valid legal deed, and (5) the parties' 2002 stipulation which states that Page will assert no claims in connection with a sale of the Island County property is unexecuted, undated, forged, and void. The Hovicks counter that these claims either were or could have been raised in Page's prior appeal and, under the law of the case doctrine, should not be reviewed. We agree.

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[2] Clerk's Papers at 3.

"'Where there has been a determination of the applicable law in a prior appeal, the law of the case doctrine ordinarily precludes redeciding the same legal issues in subsequent appeal.'"[3] The doctrine also affords us discretion to refuse review of issues that could have been raised in the prior appeal.[4]

All of Page's arguments were or could have been raised in his first appeal. His challenge to the validity of the parties' 1999 agreed dissolution decree has been repeatedly rejected in prior superior and appellate court decisions.[5] His claimed ownership interest in the Island County property based on the absence of any document transferring his interest to his ex-wife was expressly rejected by this court in our 2012 decision. We noted in part that Page stipulated in 2002 that he would "assert no claims against [Ms. Page] or any third parties in connection with the . . . sale of the Island County . . . property that was awarded to her in the decree."[6] His challenge to the validity of this stipulation was also raised and rejected in our 2012 decision.

Likewise, Page previously raised, and we rejected, his claim that the judge who decided the summary judgment and clarification motions had to recuse due to a

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[3] State v. Worl, 129 Wn.2d 416, 425, 918 P.2d 905 (1996) (quoting Folsom v. County of Spokane, 111 Wn.2d 256, 263, 759 P.2d 1196 (1988)).

[4] State v. Elmore, 154 Wn. App. 885, 896, 228 P.3d 760 (2010) (citing Folsom, 111 Wn.2d at 263–64).

[5] As we noted in our prior opinion, to the extent any of the issues were raised in prior, final actions, their relitigation here is also barred by the doctrine of collateral estoppel. See Hanson v. City of Snohomish, 121 Wn.2d 552, 561-64, 852 P.2d 295 (1993).

[6] Hovick, 2012 WL 5382954, at *1.

conflict of interest.[7] Page's claims that the Hovicks admit they have no valid title[8] and that the agreed property distribution has been mischaracterized as a trial were raised in the first appeal.

Finally, Page's claim that the superior court lacked jurisdiction over the Island County property is based on reasoning we rejected in our 2012 decision. Page contends the superior court lacked jurisdiction over the property and could not quiet title to it because the disposition of the property was controlled by the parties' agreed property division. Because boilerplate language at the end of that agreement required the parties to "execute whatever documents are necessary to carry out the transfers and distributions order[ed] herein,"[9] he claims his ex-wife could not sell property awarded to her and the Hovicks could not acquire valid title until he executed a document transferring his interest in the property to his ex-wife. But we rejected this reasoning in our 2012 decision, stating in part that "the 1999 decree awarded the . . . property to his ex-wife" and that the award "effectively divested Page of his interest" in it.[10] Thus, no further documents were necessary to carry out the transfer of Page's interest in the property.

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[7] To the extent Page made recusal arguments in his motion for mistrial below that differed from the recusal arguments he made in his first appeal, and to the extent the arguments could be interpreted as challenges to the judge's ability to hear the motions before it, the court did not abuse its discretion in rejecting those arguments and hearing the motion.

[8] This argument is based on a 2010 statement by the Hovicks' counsel indicating that the Hovicks would be willing to settle for a quitclaim deed from Page.

[9] Clerk's Papers at 166.

[10] Hovick, 2012 WL 5382954, at *2.

Because all of Page's claims were or could have been raised in his prior actions, and because Page does not assert any exception to the law of the case doctrine, we conclude the doctrine precludes review. We decline to exercise our discretion to revisit any of our prior decisions in this case.

Because Page's appeal presents no debatable issues and is therefore frivolous, we grant the Hovicks' request for attorney's fees and costs on appeal, subject to their compliance with RAP 18.1(d).[11]

Affirmed.

WE CONCUR:

[11] RAP 18.9(a).

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

RAYMOND A. HOVICK and JACQUELINE K. HOVICK, husband and wife, Respondents, v. WALTER S. PAGE, Appellant.	NO. 65606-6 –I DIVISION ONE UNPUBLISHED OPINION FILED: November 5, 2012

LAU, J. — Walter Page appeals from trial court orders rejecting his claims to ownership of real property on Whidbey Island. Because a valid 1999 dissolution decree awarded the property to Page's ex-wife and Page failed to identify any supporting evidence or legal theory, we agree with the trial court that Page's ongoing claims of ownership are frivolous. We therefore affirm the trial court rulings cancelling a lis pendens, dismissing Page's counterclaims, and quieting title to the property in respondents Raymond and Jacqueline Hovick. We also award attorney fees for a frivolous appeal.

FACTS

The relevant facts are undisputed. Walter Page and Debra Page divorced in November 1999. The agreed dissolution order awarded Ms. Page the two parcels of real property on Whidbey Island at issue in this appeal (the Deer Lake property). The decree also directed the parties to "execute whatever documents are necessary to carry out the transfers and distributions order[ed] herein."

In 2000, Page moved to vacate the decree, alleging, among other things, that he had not signed the decree and had not authorized his attorney to approve the decree for entry. After considering the conflicting testimony of Page and his former attorney, the trial court denied the motion to vacate, finding that Page had authorized his attorney to enter into the proposed settlement and to approve the agreed dissolution decree. Page did not appeal from the trial court's decision.

In September 2000, Ms. Page sold the Deer Lake property to respondents Raymond and Jacqueline Hovick via a statutory warranty deed. In November 2002, Page and his ex-wife entered into a CR 2A stipulation settling a dispute about an unrelated parcel of property. Under the terms of the stipulation, Page also agreed "that he will assert no claims against the petitioner [Ms. Page] or any third parties in connection with the respondent's [sic] sale of the Island County, Deer Lake Road real property that was awarded to her in the decree."

In November 2002, Page filed a legal malpractice action, once again alleging that he had not authorized his former attorney to approve the agreed dissolution decree. The trial court eventually dismissed Page's claims on summary judgment. This court affirmed, concluding that collateral estoppel barred Page's attempt to relitigate the

alleged lack of authority issue. See Page v. Kelly & Harvey, No. 55518-9-I (Wash. Ct. App. Jan. 12, 2006). Despite the court rulings, Page continued to claim he had an ownership interest in the Deer Lake property in various representations to the title company, the sheriff's office, and various businesses.

On February 23, 2009, Page recorded a lis pendens against one of the Deer Lake parcels, alleging a pending action under the dissolution cause number. On June 12, 2009, the Hovicks filed this action seeking release of the lis pendens and an injunction prohibiting Page from any future efforts to cloud their title on the Deer Lake property. In response, Page filed counterclaims seeking an award of damages based on a theory of ouster and an order quieting title to the property in Page and the Hovicks as tenants-in-common.

At the hearing on April 23, 2010, Page once again alleged that he had never authorized his attorney to enter into a settlement and approve the entry of the decree. He argued that because he had never conveyed his interest in the property to his ex-wife, he retained an ownership interest.

The court found that the dissolution decree awarded the disputed property to Page's ex-wife and that Page had no ownership interest. The court cancelled the lis pendens, restrained Page from "filing, recording or otherwise affecting title to the real property," and awarded the Hovicks attorney fees under RCW 4.28.328.

On June 17, 2010, the trial court granted the Hovicks' motion for summary judgment and dismissed all of Page's counterclaims as frivolous. The court entered a judgment quieting title to the property in the Hovicks and awarding the Hovicks their attorney fees under RCW 4.84.185.

DECISION

Deer Lake Property

Page contends the trial court erred in releasing the lis pendens, quieting title in the Hovicks, dismissing his counterclaims, and awarding attorney fees. But his arguments all rest on the mistaken belief that he retained an ownership interest in the Deer Lake property.

Page concedes the 1999 decree awarded the Deer Lake property to his ex-wife, but he points to the provision requiring both parties to execute the necessary documents to carry out the property distribution. He reasons that because he never complied with this provision by signing a deed or otherwise formally conveying his interest in the property, he retains an ownership interest "until he signs a deed to another, or a court of law orders him to do the same." Br. of Appellant at 13. But Page's reliance on cases addressing the general requirements for conveying real property is misplaced. See, e.g., Kesinger v. Logan, 113 Wn.2d 320, 324, 779 P.2d 263 (1989) ("The conveyance of an interest in real property must be by deed"). Those decisions are inapposite because they do not involve dissolution proceedings.

In a dissolution proceeding, the trial court "'has practically unlimited power over the property, when exercised with reference to the rights of the parties and their children.'" In re Marriage of Kowalewski, 163 Wn.2d 542, 550, 182 P.3d 959 (2008) (quoting Arneson v. Arneson, 38 Wn.2d 99, 102, 227 P.2d 1016 (1951)). A dissolution decree "operates not only to vest in the spouse designated the property awarded to him or her, but to divest the other spouse of all interest in the property so awarded, except as the decree may otherwise designate." United Benefit Life Ins. Co. v. Price, 46 Wn.2d

587, 589, 283 P.2d 119 (1955), overruled on other grounds, Aetna Life Ins. Co. v. Wadsworth, 102 Wn.2d 652, 689 P.2d 46 (1984). Consequently, "a Washington [dissolution] decree awarding property situated within the state has the operative effect of transferring title . . . ." Kowalewski, 163 Wn.2d at 548.

The 1999 dissolution decree effectively divested Page of his interest in the Deer Lake property. He has not identified any relevant authority or legal theory supporting his claim to a continuing interest in the property. Because Page's arguments on appeal rest solely on his meritless allegations of a continuing interest in the Hovicks' property, his challenges to the release of the lis pendens, dismissal of his counterclaims on summary judgment, and order quieting title necessarily fail.

Moreover, as the trial court noted, Page's legal challenges to the dissolution decree were previously rejected. And in 2002, Page stipulated he would not interfere with the property distributed by the decree. The record amply supports the court's determination that Page failed to establish any legal justification for filing the lis pendens. The court therefore did not abuse its discretion in awarding the Hovicks attorney fees for cancelling the lis pendens. See RCW 4.28.328(3).

Nor did the trial court err in awarding attorney fees under RCW 4.84.185. RCW 4.84.185 authorizes the court to award a prevailing party reasonable expenses, including attorney fees, for opposing a frivolous action. "'A lawsuit is frivolous when it cannot be supported by any rational argument on the law or facts.'" Skimming v. Boxer, 119 Wn. App. 748, 756, 82 P.3d 707 (2004) (quoting Tiger Oil Corp. v. Dep't of Licensing, 88 Wn. App. 925, 938, 946 P.2d 1235 (1997)).

Page's counterclaims, including his claim for quiet title and claim for ouster, were based solely on conclusory allegations of a continuing interest in the property. The record supports the trial court's finding that these claims were unfounded, advanced without reasonable cause, and unsupported by any rational argument. The court did not abuse its discretion in awarding attorney fees under RCW 4.84.185. See Fluke Capital & Mgmt. Servs. Co. v. Richmond, 106 Wn.2d 614, 625, 724 P.2d 356 (1986).

On appeal, Page repeatedly asserts that the 1999 dissolution decree was invalid because he did not sign it and never authorized his attorney to agree to its entry. Page raised identical claims in his 2000 motion to vacate the decree. After conducting an evidentiary hearing, the trial court in that proceeding rejected Page's allegations, and Page did not appeal the decision. Collateral estoppel bars Page's attempts to relitigate the issue yet again. See Hanson v. City of Snohomish, 121 Wn.2d 552, 564, 852 P.2d 295 (1993).

Virtually all of Page's arguments on appeal rest on unsupported factual assertions, including sweeping allegations of fraud or misfeasance directed to individuals and entities that are not parties to this action. Page further alleges the 2002 stipulation is invalid and fraudulent.

But Page has not identified any evidence in the record to support these allegations. Neither Page's opening brief nor his reply brief contains any meaningful references to the record, in violation of the Rules of Appellate Procedure. See RAP 10.3(a)(6) (legal argument in brief must include reference to relevant parts of the record). Appellate courts are not required to search the record to locate documents that

might be relevant to a litigant's arguments. Mills v. Park, 67 Wn.2d 717, 721, 409 P.2d 646 (1966). Page's factual allegations warrant no further judicial consideration.

Page contends the trial court's order quieting title in the Hovicks violated both RCW 7.28.120 and .050. RCW 7.28.120 provides that the plaintiff in a quiet title action must set forth "the nature of his [or her] estate, claim or title to the property" in the complaint. Page fails to identify any relevant deficiency in the Hovicks' pleadings. And in any event, Page's arguments rest primarily on the mistaken assumption that he has an interest in the Deer Lake property.

RCW 7.28.050 specifies the limitations period for a party seeking to recover property under certain circumstances from the party possessing the property. There is no dispute that the Hovicks are in possession of the Deer Lake property. RCW 7.28.050 has no application to the facts of this case.

Motion to Supplement the Record

While this appeal was pending, Page moved in the trial court to supplement the record with 12 documents. On February 28, 2011, the trial court denied the motion, noting that Page had not submitted the documents for consideration on summary judgment. The court also denied Page's motion for reconsideration and awarded attorney fees for a frivolous motion. A commissioner referred Page's objection to the trial court's order for consideration along with his appeal. See RAP 9.13.

Page seeks to supplement the record with documents relating to the purchase and sale of the Deer Lake property. There is no dispute that Page failed to submit these documents to the trial court for consideration on summary judgment. On appeal from a summary judgment order, we will consider "only evidence and issues called to

the attention of the trial court." RAP 9.12. Accordingly, the trial court properly denied Page's motion to supplement the record.

Motion to Recuse

Page contends the trial judge erred in denying his motion to recuse. At the hearing on the motion, Page informed the judge he had learned she was "the owner of a real estate brokerage" and that her "livelihood" was derived from the title company paying the Hovicks' attorneys. RP 3/28/2011, at 3. He further alleged she was biased, misapplied the law, and acted according to the "marching orders from the title companies." RP 3/28/2011 at 4.

The judge noted that her husband's real estate company was separate property and denied the motion to recuse.

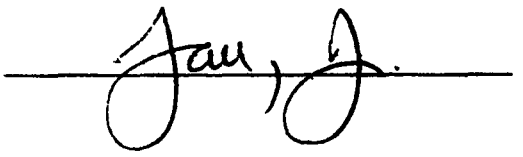
"The trial court is presumed ... to perform its functions ... without bias or prejudice." Wolfkill Feed & Fertilizer Corp. v. Martin, 103 Wn. App. 836, 841, 14 P.3d 877 (2000). Consequently, the party seeking to overcome that presumption bears the burden of presenting evidence of a judge's "actual or potential bias." State v. Post, 118 Wn.2d 596, 619, 826 P.2d 172 (1992). We review the trial court's decision not to recuse for an abuse of discretion. State v. Perala, 132 Wn. App. 98, 111, 130 P.3d 852 (2006).

Page failed to submit any relevant evidence to support the existence of the trial judge's alleged financial conflict of interest. Contrary to Page's apparent belief, a judge's unfavorable rulings and critical comments about a party's legal arguments are insufficient, without more, to demonstrate actual or potential bias. See In re Pers. Restraint of Davis, 152 Wn.2d 647, 692, 101 P.3d 1 (2004). The trial court did not abuse its discretion in denying the motion to recuse.

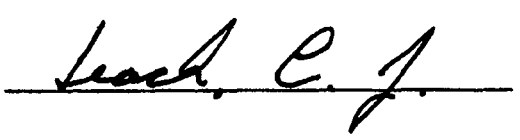
Attorney Fees

The Hovicks request an award of attorney fees under RCW 4.84.185 and RAP 18.9(a) for a frivolous appeal. An appeal is frivolous "if the appellate court is convinced that the appeal presents no debatable issues upon which reasonable minds could differ and is so lacking in merit that there is no possibility of reversal." In re Marriage of Foley, 84 Wn. App. 839, 847, 930 P.2d 929 (1997). Page's continuing assertions of an interest in the Deer Lake property (unsupported by any coherent legal theory), his reliance on factual allegations directly rejected in a prior court proceeding, and his failure to identify any meaningful evidentiary support in the record satisfy that standard here. The Hovicks are awarded their attorney fees on appeal subject to compliance with RAP 18.1(d). We reject Page's request for costs and expenses on appeal.

Affirmed.



WE CONCUR:



No. 710206

COURT OF APPEALS
DIVISION I OF THE STATE OF WASHINGTON

WALTER PAGE

Appellant,

Vs.

RAYMOND HOVICK and JACQUELINE HOVICK,

Respondents'

MOTION FOR RECONSIDERATION

Walter S. Page

PO Box 2816

Kenai, Alaska 99611
(907) 252-5757

I. IDENITY OF MOVING PARTY

Appellant Walter S. Page, respectfully requests the relief designated in Part II.

II. STATEMENT OF RELIEF SOUGHT

Appellant requests that based on the fact that there are no material facts in dispute, the questions of law have been well settled prior to this lawsuit, adopting the rule of law is most persuasive in light of precedent, reason and policy, the trial court's finding in Case #09-2-000492-1 should be declared a mistrial for the reason the courts have finally CONCEDED and published, that the Dissolution Decree entered on November 9, 1999 between Walter and Debra Page, is a Settled Agreement, and their disposition of community property declared. This court and the Island Co. Superior Court (#09-2-000492-1) do not have jurisdiction of the properties in question. The court fails to recognize this most basic matter.

III. FACTS RELEVANT TO MOTION

The relevant facts are undisputed. The Court's Opinion dated June 15, 2015, has recognized, executed and stated, Pg. 1, (FACTS) "The agreed dissolution order...." Prior to this mistrial the court stated in their opinion dated November 5, 2012, Pg. 4. (DECISION) "In a dissolution proceeding, ***the trial court*** 'has practically unlimited power

of the property..." The courts opinion dated June 15, 2015, are inapposite of the courts opinion dated November 5, 2012.

Since the court has conceded that the underlying Settled Agreement was **not** a Divorce by Trial ("trial court... unlimited power) it is **impossible** for the courts to hold jurisdiction over the subject properties, which were previously negotiated by the parties subject to the agreement.

MUDGETT, SUPRA, 41 Wn. APP 337, 704, P2.d 169 (1985) "A court may not create a contract for the parties which they did not make themselves. It may neither impose obligations which never existed, nor expunge lawful provisions agreed to and negotiated by the parties."

The court cannot legislate from the bench ignoring the constitution of the State of Washington. The laws of Washington State express that an Agreement or Court Order, "Cannot Be Modified." THIS COURT has failed to provide a Law – showing IT CAN!

The court fails to consider, that ***IF*** it was the parties desire that the 1999 decree 'effectively divested Page of his interest' in the Deer Lake properties,' ***and IF*** 'no further documents were necessary to carry out the transfer of Page's interest in the property,' the PARTIES WOULD NOT HAVE INSTALLED THE WORDS, **"Both parties shall execute...or return to court"** The court fails to consider that these were the intentions of the parties of the agreement, **NOT THE COURTS INTERPRETATION IN FAVOR OF A CORPORATION!** The court is 'one sided' and fails to consider the documented intent - and 'boilerplate language' of the decree.

The courts opinions dated June 15, 2015, Nov. 5, 2012, both courts have removed and diluted "Boilerplate language" installed within the decree, to remove and reduce an ORDER, issued by the Island Superior Court on Nov. 9, 1999. It is the court's fiduciary duty and judicial responsibility, not to interfere, modify or dilute the definite and unvarying meaning, of a provision in negotiated "Agreed" - decree.

KINNE v. KINNE, 82 Wn.2d 360, (1973) "Alimony decreed by the court can be modified on subsequent application of a party to a divorce, whereas property settlement provisions cannot. RCW 26.08.110 It is the rule in this jurisdiction....however, the disposition of property made either by a divorce decree or by agreement by the parties and approved by the court cannot be so modified. THOMPSON V. THOMPSON 82 Wn.2d 352.

IV. GROUNDS FOR RELIEF AND ARGUMENT

A. The court is fully aware and has now conceded that the Nov. 5, 1999 decree between the parties Walter and Debra Page, enveloping the subject lawsuit between Page and Hovick, is a "SETTLED BY PARTIES AND OR AGREED JUDGMENT." **Appendix A.** This FACT cannot be denied or barred by the law of case doctrine. This fact has been briefed and argued in every previous court. It has been the courts OPINION, (or desire) not to recognize this fact, and rule inapposite of case law, - **UNTIL NOW**! Opinion, Pg. 1, "The Agreed dissolution order..." is solid proof the court now concedes and documents of the knowledge of the courts, that the subject lawsuit between Hovick and Page, has the underlying previous issue, preceding their Quiet Title litigation.

RCW 2.08.010, The superior court shall have original jurisdiction in all cases...of divorce....and shall also have original jurisdiction...in which jurisdiction shall have not been by law vested exclusively in some other court.

It is an IMPOSSIBLE TASK for the courts to issue a lawful judgment in the lawsuit (Hovick v. Page) of which the court LACKS JURISDICTION. The settled agreement between Walter and Debra Page, cannot be modified, nor expunge lawful provisions agreed to and negotiated by the parties.

PHILBRICK v. ANDREWS, 8 Wash. 7, 35 Pac 358 "The divorce does not vest or divest title, the title does not remain in abeyance, and it must vest in the former owners of the property as tenants in common."

The court has NO FUNDAMENTAL PRINCIPLE to base it's judgment upon, whereas the court has NO JURISDICTION. The courts Opinions and Decisions in this Quiet Title action are a moot point, when it is preceded by an Agreed Settlement, subject to the parties of the Agreement. Walter Page did not initiate or pass title due to this frivolous Quiet Title lawsuit. Only Ms. Page can quiet the Hovicks title. Elementary, - Law 101.

B. The Court has emphasized and conceded the decree contains **"Boilerplate language at the end of the agreement** required the parties to 'execute whatever documents are necessary to carry out the transfers and distributions ordered herein.'" This **"Boilerplate language"** has been diluted by the courts, HOWEVER a clearer reading of the "order" signifies, **"Both parties shall** execute whatever documents...." **THIS is Boilerplate language, including the Court Order ("shall.")**

"Boilerplate" *West's Encyclopedia of American Law:* 'A description of uniform language used normally in legal documents that has a definite, unvarying meaning in the same context that denotes that the words have not been individually fashioned to address the legal issue presented. (my emphases)

"Shall" 'Must; is or obligated to.'

"Require" 'To ask for authoritatively or imperatively; demand.

The court **does not** have the power vested, to redefine or sugarcoat "Boilerplate language" that has 'definite, unvarying meaning," to "effectively divest Walter Page of his interest of the Deer Lake property." The "Boilerplate language" was agreed to and installed, within the body of the decree, so that Ms. Page **COULD NOT** 'effectively divest' Walter Page of his interest of the Deer Lake Property **WITHOUT** HIS EXECUTION. On the same token, the "Boilerplate language" guaranteed that Walter Page **COULD NOT** 'effectively divest Ms. Page of HER interest of properties awarded to Walter Page WITHOUT **HER** EXECUTION.

This court, nor the Superior Court, cannot 'effectively divest" Walter Page (or Ms. Page) of their interests of properties, agreed and executed, WITHOUT the execution of **BOTH** parties, required by law and documented within the decree. **RCW 64.04.010, .020.** THE ONLY PERSON THAT CAN DIVEST ME OF MY PROPERTIES IS **MYSELF,** THROUGH AN EXECUTION BY MYSELF, - SO STATES THE LAW, SO STATES THE COURT ORDERED DECREE, AND SO STATES THE WA STATE CONSTITUTION. The

courts cannot 'effectively divest' me of my properties, without adhering to the Laws of Washington State, and ignoring "Boilerplate language," included in a Court Order. The Courts are required to follow the law and precedent, and required: see SEARS V. RUSDEN.

"It [the property settlement agreement] became more than the stipulation of the parties – it became the courts disposition of the property...binding on the parties and merged in the decree.
"That the division of property made by an interlocutory order of divorce is final and conclusive upon he parties, subject only to the right of appeal." SEARS v. RUSDEN, 39, Wn.2d 412

"The court may not add to the terms of the agreement or impose obligations that did not exist." BYRNE v. ACKERLUND, 108 Wn.2d 445

"BOTH PARTIES SHALL EXECUTE...OR RETURN TO COURT." This is the courts disposition of the property.

The courts opinion goes on to say; "the 1999 decree awarded the .... property to his ex-wife." This statement is absolutely incorrect! The decree awarded the property to the ex-wife, SUBJECT TO THE EXECUTION OF WALTER PAGE. **"This is boilerplate language!"**

See: Firth v. Hefu Lu, 46 Wn.2d 608 En Banc. 2002
"By it's plain language RCW 64.04.010 applies only to the following agreements: (1) actual conveyances of title or interests in real property; and (2) agreements that create or evidence an encumbrance or real property. If an agreement falls into either of these categories, it is enforceable only if executed in the form of a deed."

(2) 'agreements that create or evidence an encumbrance of real property' **"Both parties shall execute...or return to court"**

ONLY Walter Page can divest Walter Page's interest in his property.

The court CAN ORDER Walter Page to execute a deed, (subject to THE RIGHT of appeal) however, the courts (nor the decree) cannot divest

Walter Page's interest of his property WITHOUT his execution. So states the law, so states the decree, so states the WA Constitution.

"The court may not add to the terms of the agreement or impose obligations that did not exist." BYRNE v. ACKERLUND. 108 Wn.2d, 445

The court goes on to say, pg. 6; "Thus no further documents were necessary to carry out the transfer of Page's interest in the property." This statement is also absolutely incorrect! The decree EXPRESSLY orders (Boilerplate language) that 'Both parties shall execute....to carry out the transfers and distribution order herein. The court is not allowed to "cherry-pick" WHICH transfers and distribution orders, - of the totality agreement by the parties, INCLUDING THE DEER LAKE PROPERTIES! The decree clearly states; "Any disputes....shall be presented to the court for resolution." ONLY in a Court of Law, (subject to the parties involved,) can the Superior Court "effectively divest" Walter Page (subject to THE RIGHT of appeal) before a legal transfer can be consummated, - NEVER- AFTER the Fact! "...property dispositions of a divorce decree are un-modifiable" KINNE v. KINNE, 82 Wn.2d 360 En Banc, (1973)

All of my (Page) arguments HAVE BEEN raised in my previous appeal and Superior Court, and cannot be barred by collateral estoppal, whereas the courts rulings are erroneous and unlawful. The Superior Court and Appeals Court (2012, 2014) continue to parrot a 2000 trial court motion to vacate the decree. The court's findings are mistaken, wrong and frivolous, whereas, - A COURT'S DECISION DOES NOT

EXIST! Publish this Decision! Produce this decision for ALL to see! The Appellant will respectively, - KISS YOUR ASSES!! - ON THE COURT HOUSE STEPS! – IF THE COURTS, - CAN PRODUCE THIS FINAL DECISION! (a safe statement, - you can not produce it because IT DOES NOT EXIST. Your scolding rings hollow.)

The court nor the record, can produce this mysterious decision.

The court parrots a CR 2A stipulation of November 2002, however this alleged CR 2A stipulation is un-executed by Walter Page stating the "respondents" (Walter Page) sale of Deer Lake property. The court can no longer cite a document that is un-executed.

The courts continue to parrot Page recorded a lis pendens against ONE of the Deer Lake Parcels. This is absolutely untrue! Page filed a les pendens against BOTH Deer Lake parcels, including the parcel that was held in title as Tenants in Common! This is a complete dereliction of the Laws of Washington State, and this court fails to approach this deliberate neglect.

The court parrots Page v. Kelly & Harvey, No. 55518-9-1 (Wash. Ct. App. Jan 12, 2006) knowing full well, that an Attorney cannot transfer properties in a Agreed Settlement WITHOUT A POWER OF ATTORNEY TO CONVEY PROPERTY! Deliberate neglect.

The courts continue to "cry, - demand resolution" that the dissolution decree awarded the disputed property to 'Page's ex-wife'

whereas the dissolution decree is EXPLICIT, that 'Both parties shall execute...or return to court for resolution.' The courts argument is moot, due to the boilerplate language installed in the decree, and agreed to by the parties and their siblings!

The Hovicks have ADMITTED UNDER OATH they do not possess a legal deed of the Deer Lake property and never will possess a legal deed UNLESS Walter Page would execute a Quit Claim Deed, "which they will gladly will file to Island County and the Title Company?"

The courts continue to replace the true wording and meaning of the decree ("Boilerplate language) from the original wording and meaning, "Both parties SHALL execute..." DELUTING the true wording to the lesser "required the parties to execute..." Deliberate neglect.

The courts **lack the jurisdiction** to "effectively divest Page of his interest" in the Deer Lake property, UNTIL THE TERMS OF THE AGREED SETTLEMENT ARE SATISFIED AND EXECUTED WITHIN A COURT OF LAW OF THE SAME. ("...in which jurisdiction shall not have been by law vested exclusively in some other court.") **RCW 2.08.010.**

V. CONCLUSION:

This Railroading Train has gone full circle, and stops HERE. The courts have overstepped their Fiduciary and Judicial Responsibility

without the jurisdiction required by law. The court does not inherit the power vested to alter or change boilerplate language of a Settled Agreement of unopposed parties. If the WA State Judicial Branch is not obligated to abide by the laws of WA State, the voting public and it's elected legislature, including the Constitution of WA State, then, - neither are its citizens. The Appellant's Court Order, (#97-3-00436-3) **precedes and supersedes** this Court's Order (#09-2-00492-1.) Thanks for the enlightened 'ride.' This entire cause is a MISTRIAL due to the dereliction of Judicial Responsibility.

Respectfully Submitted, this 21st day of July, 2015

Walter S. Page
Walter S. Page
Pro Se
PO Box 2816
Kenai, Alaska 99611

(907) 252-5757

CERTIFICATE OF SERVICE

I hereby certify that on the ____day of July 2015, I caused to be served true and correct copies of the foregoing documents, on the court and counsel by First Class Mail as follows:

Motion For Reconsideration
Appendix A
Certificate of Service

to the Plaintiffs counsel and the court at the following addresses below.

Court of Appeals
Division I
One Union Square
600 University Street
Seattle, WA 98101

Inslee, Best, Doezie & Ryder, P.S.
Mark S. Leen
10900 N.E. 4th Street,
Skyline Tower, Suite 1500
PO Box 90016
Bellevue, WA 98004

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

DATED THIS _____ day of July, 2015

Walter S. Page

_____
Pro Se

Walter Page
PO Box 2816
Kenai, Alaska 99611
(907) 252-5757

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE

RAYMOND A. HOVICK and JACQUELINE R. HOVICK, husband and wife,	)	No. 71020-6-I
Respondents,	)	
v.	)	
WALTER S. PAGE,	)	ORDER DENYING MOTION FOR RECONSIDERATION
Appellant.	)	

Appellant has filed a motion for reconsideration of the court's opinion filed June 15, 2015. After consideration of the motion, the panel has determined that it should be denied.

Now therefore, it is hereby

ORDERED that appellant's motion for reconsideration is denied.

Done this 8th day of July, 2015.

FOR THE PANEL:

Verellen, ACJ

CERTIFICATE OF SERVICE

I hereby certify that on the 4TH day of September, 2015, I caused to be served true and correct copies of the foregoing:

Petition For Review
Appendix's A & B
Court of Appeals Unpublished Opinion 2015
Court of Appeals Unpublished Opinion 2012
Motion For Reconsideration
Order Denying Reconsideration

and this Certificate of Service, on the court and counsel by First Class Mail as follows:

Inslee, Best, Doezie & Ryder P.S.
Mark S. Leen
10900 N.E. 4th Street
Skyline Tower, Suite 1500
PO Box 90016
Bellevue, WA 98004

Clerk of the Supreme Court
Supreme Court of the State of Washington
Temple of Justice
PO Box 40929
Olympia, WA 98504

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

Dated this 4TH day of September, 2015.

Walter Page

Walter Page, Pro Se
PO Box 2816
Kenai, AK 99611
(907) 252-5757