

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS  
EASTERN DIVISION

In re:  
  
PEARL MAXWELL  
  
Debtor

Chapter 13  
No. 00-14283-JNF

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CLERK OF COURT  
DISTRICT OF MASS.

PEARL MAXWELL,  
Plaintiff  
  
vs.  
FAIRBANKS CAPITAL CORPORATION  
Defendant

Adv.Pro.No.  
00-1568-JNF

CREDITOR-DEFENDANT'S ANSWER

1. Creditor-Defendant admits that it is a "good faith in holder in due course" of a promissory note from the Debtor-Plaintiff. The Creditor-Defendant denies all other allegations in paragraph one.
2. Admitted
3. Creditor-Defendant has insufficient information to answer the allegations of paragraph three, and neither admits nor denies same.
4. Admitted
5. Paragraph five is a statement of law to which no answer is required.
6. Admitted
7. Creditor-Defendant has insufficient information to answer the allegations of paragraph seven, and neither admits nor denies same.

DOCKETED

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8. Paragraph eight does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

9. Paragraph nine does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

10. Paragraph ten does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

11. Paragraph eleven does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

12. Paragraph twelve does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

13. Paragraph thirteen does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

14. Paragraph fourteen does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

15. Paragraph fifteen does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

16. Paragraph sixteen does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

17. Paragraph seventeen does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

18. Paragraph eighteen does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

19. Paragraph nineteen does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

20. Paragraph twenty does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

21. Paragraph twenty-one does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

22. Paragraph twenty-two does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

23. Paragraph twenty-three does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

24. Paragraph twenty-four does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

25. Paragraph twenty-five does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

26. Paragraph twenty-six does not refer to the Creditor-Defendant and the Creditor-Defendant has no information regarding same and can therefore neither admit nor deny same.

27. Creditor-Defendant has insufficient information to answer the allegations of paragraph twenty-seven, and neither admits nor denies same.

28. Creditor-Defendant has insufficient information to answer the allegations of paragraph twenty-eight, and neither admits nor denies same.

29. Creditor-Defendant has insufficient information to answer the allegations of paragraph twenty-nine, and neither admits nor denies same.

30. Paragraph thirty refers to a document which speaks for itself and no further answer is required.

31. Paragraph thirty-one refers to a document which speaks for itself and no further answer is required.

32. Paragraph thirty-two refers to a document which speaks for itself and no further answer is required.

33. Denied

34. Denied

35. Paragraph thirty-five refers to a document which speaks for itself and no further answer is required.

36. Paragraph thirty-six refers to a document which speaks for itself and no further answer is required.

37. Creditor-Defendant has insufficient information to answer the allegations of paragraph thirty-seven, and neither admits nor denies same.

38. Paragraph thirty-eight refers to a document which speaks for itself and no further answer is required.

39. Paragraph thirty-nine refers to a document which speaks for itself and no further answer is required.

40. Admitted

41. Creditor-Defendant has insufficient information to answer the allegations of paragraph forty-one, and neither admits nor denies same.

42. Admitted

43. Admitted

44. Admitted

45. Paragraph forty-five refers to a document which speaks for itself and no further answer is required.

46. Paragraph forty-six refers to a document which speaks for itself and no further answer is required.

47. Denied.

48. Paragraph forty-eight refers to a document which speaks for itself and no further answer is required.

49. Creditor-Defendant has insufficient information to answer the allegations of paragraph forty-nine, and neither admits nor denies same.

50. Creditor-Defendant has insufficient information to answer the allegations of paragraph fifty, and neither admits nor denies same.

51. Creditor-Defendant has insufficient information to answer the allegations of paragraph fifty-one, and neither admits nor denies same.

52. Creditor-Defendant has insufficient information to answer the allegations of paragraph fifty-two, and neither admits nor denies same.

53. Denied

54. Denied.

55. Paragraph fifty-five is a statement of law to which no answer is required.

56. Paragraph fifty-six is a statement of law to which no answer is required.

57. Paragraph fifty-seven is a statement of law to which no answer is required.

58. Paragraph fifty-eight is a statement of law to which no answer is required.

59. Paragraph fifty-nine is a statement of law to which no answer is required.

60. Paragraph sixty is a statement of law to which no answer is required.

61. Paragraph sixty-one is a statement of law to which no answer is required.

62. Paragraph sixty-two is a statement of law to which no answer is required.

63. Denied

64. Denied

65. The Creditor-Defendant admits that paragraph sixty-five contains a request from Debtor-Plaintiff and says that such request should be denied.

66. Denied

67. Denied

68. The Creditor-Defendant admits that paragraph sixty-eight contains a request from Debtor-Plaintiff and says that such request should be denied.

69. Denied

70. The Creditor-Defendant admits that paragraph seventy contains a request from Debtor-Plaintiff and says that such request should be denied.

71. Denied

72. Denied

73. The Creditor-Defendant admits that paragraph seventy-three contains a request from Debtor-Plaintiff and says that such request should be denied.

74. Denied

75. The Creditor-Defendant admits that paragraph seventy-five contains a request from Debtor-Plaintiff and says that such request should be denied.

76. Denied

77. The Creditor-Defendant admits that paragraph seventy-seven contains a request from Debtor-Plaintiff and says that such request should be denied.

78. Paragraph seventy-eight is a statement of law to which no answer is required.

79. Paragraph seventy-nine is a statement of law to which no answer is required.

80. Denied

81. Denied

82. Denied

83. Denied

84. The Creditor-Defendant admits that paragraph eighty-four contains a request from Debtor-Plaintiff and says that such request should be denied.

85. Denied.

86. The Creditor-Defendant admits that paragraph eighty-six contains a request from Debtor-Plaintiff and says that such request should be denied.

87. The Creditor-Defendant admits that paragraph eighty-seven contains a request from the Debtor-Plaintiff and says that such request should be denied because the Debtor-Plaintiff is not entitled to any relief.

#### FURTHER ANSWER

And further answering, the Creditor-Defendant says that the Debtor-Plaintiff's Adversary Complaint is merely an attempt to buttress the Debtor-Plaintiff's opposition to the Creditor-Defendant's heretofore filed Motion for Relief from Automatic Stay.

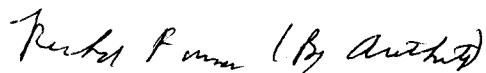


WHEREFORE the Creditor-Defendant requests that this Court:

1. Dismiss the Plaintiff's complaint with prejudice.
2. Grant such other and further relief as is fair, just and equitable.

Respectfully submitted

Fairbanks Capital Corporation,  
By its attorneys



Richard Forman, Esq.  
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Boston, MA 02210-1108  
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BBO#174960



Marshall M. Schribman, Esq.  
101 Merrimac Street  
Boston, MA 02114  
617-367-9979  
BBO#447180

Dated: February 1, 2001


CERTIFICATE OF SERVICE

I, Marshall M. Schribman, counsel for Fairbanks Capital Corporation, hereby certify that on this 1st day of February 2001, I served a copy of the Answer of the Creditor-Defendant, Fairbanks Capital Corporation, by mailing a copy of same by first class mail, postage prepaid to the following:

Doreen B. Solomon  
Office of the Chapter 13 Trustee  
P.O. Box 8250  
Boston, MA 02114

Attorney Tara Twomey  
Debtor's Attorney  
Legal Services Center  
122 Boylston Street  
Jamaica Plain, MA 02130

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U.S. COURT  
DISTRICT OF MASS.



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Marshall M. Schribman, Esq.

DO NOTED