

NOT PRECEDENTIAL

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No. 05-4471

IN RE: BENJAMIN M. BRUNDAGE,

Debtor

BENJAMIN M. BRUNDAGE

v.

HELEN WAITE,

Appellant

WILLIAM C. MILLER, CHAPTER 13 TRUSTEE;
FREDERIC J. BAKER, U.S. TRUSTEE,

Trustees

Appeal from the United States District Court
for the Eastern District of Pennsylvania
(Civ. No. 05-CV-02310)
District Judge: Hon. Lawrence F. Stengel

Submitted Under Third Circuit L.A.R. 34.1(a)
September 24, 2007

Before: McKEE, BARRY, and FISHER, Circuit Judges

(Opinion Filed: October 24, 2007)

OPINION

McKee, Circuit Judge:

Helen Waite appeals the decision of the United States District Court for the Eastern District of Pennsylvania affirming the decision of the bankruptcy court ordering her to dismiss the civil complaint that she filed in the Court of Common Pleas of Philadelphia County seeking specific performance of a purchase offer letter for the sale of real estate owned by Benjamin Brundage, and to pay attorney's fees. Both the bankruptcy court and the district court concluded that the plain language of the offer did not constitute a valid agreement of sale, and that assuming *arguendo* that it did, the offer was rejected in Brundage's first bankruptcy. We agree and, for the reasons that follow, will affirm.

Inasmuch as we write primarily for the parties and since the district court has set forth the factual and procedural history of this case, it is not necessary to repeat the factual or procedural background here. *See In re Brundage*, 2005 WL 2206076 (E.D. Pa. Sept. 9, 2005). Moreover, in his Memorandum and Opinion, Judge Stengel has carefully

and completely explained his reasons for finding that Waite did not have a valid agreement of sale with Brundage and that Waite's filing of a complaint *lis pendens* violated the bankruptcy stay thereby justifying the award of attorney's fees. We will affirm substantially for the reasons set forth in Judge Stengle thoughtful and thorough Memorandum Opinion.