



SIGNED this 30th day of August, 2011.

*John C. Akard*  
\_\_\_\_\_  
JOHN C. AKARD  
UNITED STATES BANKRUPTCY JUDGE

**United States Bankruptcy Court**  
Western District of Texas  
San Antonio Division

<i>In re</i>	BANKR. CASE NO.
ANTHONY H. SCHOTT	10-54276
<i>Debtor</i>	
LANCE P. WELCH  <i>Plaintiff,</i> v. ANTHONY H. SCHOTT  <i>Defendant.</i>	ADV. NO. 11-05012 Consolidated with Adversary No. 11-05028

**DECISION AND ORDER ON MOTION FOR PARTIAL SUMMARY JUDGMENT**

Came on for consideration the foregoing matter. On January 31, 2011 the above-named plaintiff (“Welch”) filed a notice of removal removing to this court a state court lawsuit filed by Welch against the above-named debtor (“Schott”) and International Bank of Commerce on

October 16, 2006 (Case No. 11-05012). The removed state court suit alleges, among other things, fraud, breach of fiduciary duty, and breach of contract regarding Schott's conduct in connection with an alleged agreement to enter into a partnership with Welch for the acquisition of certain real property.

On March 2, 2011 Welch filed a complaint to determine the dischargeability of debt against Schott (Case No. 11-05028). This complaint arises from the same set of facts as Welch's removed state court suit. On April 5, 2011 this court entered an order consolidating Welch's non-dischargeability suit (Case No. 11-05028) with Welch's removed state court suit (Case No. 11-05012).

On July 22, 2011 Schott filed a Motion for Partial Summary Judgment, and on August 19, 2011 Welch filed a Response.

Having considered the pleadings and summary judgment evidence submitted by the parties, the court concludes that genuine issues of material fact remain with respect to Welch's state law claims and section 523(a)(2)(A) and (a)(4) non-dischargeability claims. Accordingly, Schott's Motion for Partial Summary Judgment is in all respects hereby;

**DENIED.**

###