

RECEIVED

May 03 2021

SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Kristi Curtis, Circuit Court Judge

Case No.: 2018-CP-43-01583

Appellate Case No. 2019-000873

M. B. HutsonAppellant,

v.

A. Paul WeissensteinRespondent

APPELLANT’S REPLY BRIEF

1. Appellant was well within his statute of limitations as was clearly detailed in Appellant’s Final Brief with specific page references in the Record. (R. p. 5 lines 1 – 9).

2. Appellant has furnished a copy of an expert witness (Mark Hardee, Esq.) swearing that Paul Wessinstein committed malpractice. (R. p. 126 - 129). Hardee had reviewed all documentation prior to giving his sworn statement of malpractice. (R. 127, p. “ f ”, lines 1-2).

3. Wessinstein represented Appellant against the ejectment but failed to recognize that multiple year family memberships clouded the entire 108 acres with defective title. (R. p. 177-180).

4. Wessinstein had agreed to be obligated and responsible for handling all lot closings and assisted Appellant in getting final County approval in order to have a recordable plat in order to handle all concurrent lot closings and the issuance of title insurance for each new buyer for their lot and house loan. That intent was evidenced by his active e-mail to Wells Fargo – (R. p. 289).

5. Wessinstein negotiated with numerous banks (including Wells Fargo – see #4 above) as to how much the bank would finance for each lot and house while he was in possession of RMAs that granted “sole use” of the property to multiple lifetime family memberships. Wessinstein understood that the property had family memberships for up to 70 years for that sole use of the property (R. p. 171, lines 1-2, and Item #1, lines 1-2).

6. Wessinstein had copies of all contracts with TLC Holdings, LLC, including copies of the 470 family membership agreements prior to his offering to handle all real estate closings involving the 108 acres. Respondent assured Appellant that this project was a good deal for both the sellers and the Appellant Buyer (evidenced by email from Respondent to Tom Harper, Esq.. (R. p. 208, par. 7, lines 1-3).

7. Most important, Respondent could have, and should have, filed a motion asking for a stay of all future Court actions until TLC (Sellers) cleared and certified good title since he was completely aware of the

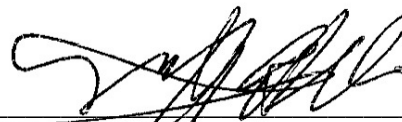
family memberships and he was going to be the closing attorney.

Wessinstein asked Appellant to meet him at the family campground for his review in order for him to have a "full understanding" of the property and future division of the some 180 divided lots that he supported. Respondent attended each County hearing with this Appellant regarding the approvals for the final plat – even those held AFTER the signing of the fraudulent Settlement Agreement (R. p. 181) and Consent Order (R. p.1).

8. Respondent's Attorney, as a representative of both the Respondent and his Insurance Carrier, is merely attempting to confuse this honorable court of the basic malpractice issues.

9. Appellant lost millions of dollars due to Respondent's malpractice. Appellant has suffered years of indigence due to Respondent Wessinstein's gross malpractice and the insurance carrier and their attorney representative's misrepresentations of the facts to the honorable court(s)

Respectfully submitted on May 3, 2021.



M. B. Hutson, Appellant, Pro Se
Post Office Box 2755
Orangeburg, S. C. 29116-2755
(803) 308 – 2714
hmr226621@gmail.com