

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Case No: 2024-CP-23-01663

Appellate Case No. 2025-001252

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Jan 12 2026

SC Court of Appeals

In the Matter of the Estate of William Rhett Taber, Jr.

William Rhett Taber, III, Respondent,

v.

Thomas Neel Taber as Personal Representative of the Estate of William Rhett Taber, Jr.,
Thomas Nee Taber, individually, Anne C. Taber, Robert Fishburne Taber, Paul Kershaw
Taber, Andrew Patton Taber, Michael Tyndall, Appellants.

RECORD ON APPEAL – VOLUME I

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December 22, 2025

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE MATTER OF THE ESTATE OF
WILLIAM RHETT TABER, JR., deceased

WILLIAM RHETT TABER, III.

PETITIONER

vs.

THOMAS NEEL TABER as Personal
Representative of the Estate of William Rhett
Taber, Jr., THOMAS NEEL TABER, individually,
ANNE C. TABER, ROBERT FISHBURNE
TABER, PAUL KERSHAW TABER, ANDREW
PATTON TABER, MICHAEL TYNDALL

RESPONDENTS.

FILED

MAR 07 2024

Greenville County
Probate Court

IN THE PROBATE COURT

CASE NO: 2019-ES2301851

ORDER

This matter came before the Honorable Chadwicke L. Groover upon the Petition filed by William Rhett Taber, III (hereinafter referred to as "Petitioner") to contest the validity of the Last Will and Testament dated July 23, 2015, (hereinafter referred to as the "Last Will") of William Rhett Taber, Jr. (hereinafter referred to as "Decedent"). Present at the three (3) day trial that commenced on March 12, 2024 were: Adam G. Lee, Esq. as counsel for Petitioner, W. Verne McGough, Jr., Esq. and David M. Thompson, Esq. as counsel for Thomas Neel Taber, as Personal Representative of the Estate of Decedent, Thomas Neel Taber (hereinafter referred to as "Tom"), Anne C. Taber (hereinafter referred to as "Anne"), Robert Fishburne Taber (hereinafter referred to as "Bob"), Paul Kershaw Taber (hereinafter referred to as "Paul") and Andrew Patton Taber (hereinafter referred to as "Pat"). Jurisdiction, venue and notice were proper.

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Petitioner is the eldest son of Decedent and Anne Fishburne Taber. Decedent passed away on July 16, 2019, at the age of ninety-one (91) and was domiciled in Greenville County, South Carolina at the date of his death. Decedent was predeceased by his wife but was survived by six adult children: Petitioner, Bob, Paul, Pat, Tom and Anne. Tom filed an Informal Application for Probate of Will and Appointment with this Court on August 8, 2019, and submitted the Last Will to the Court as the Decedent's purported last will and testament. Tom was appointed Personal Representative of the Decedent's estate (hereinafter referred to as the "Estate") on August 26, 2019 and the Last Will was admitted informally. Petitioner filed this action to contest the validity of the Last Will.

As to Petitioner's cause of action requesting that this Court reform the Last Will to conform to the Decedent's intention, Petitioner provided clear and convincing evidence that Decedent's intent and the terms of the Last Will were affected by a mistake of fact in the inducement. Testimony at trial clearly provided that Petitioner loaned Decedent large amounts of money during Decedent's life that was equal to or exceeded several hundred thousand dollars. In 2015, prior to executing the Last Will, Decedent and Petitioner agreed to enter into a transaction to satisfy approximately Three Hundred Forty Thousand Dollars (\$340,000.00) of the debt owed to Petitioner by Decedent (hereinafter referred to as the "Debt"). Testimony at trial clearly evidenced that Decedent agreed that he owed the Debt to Petitioner and the Debt was evidenced by promissory notes and other documentation submitted into evidence at trial. Further, testimony and documentation submitted at trial provided clear and convincing evidence that Decedent and Petitioner entered into a transaction in which Decedent satisfied the Debt by

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transferring 28.48 acres of real property located in Greenville County, South Carolina, and identified by Tax Map Number 0501.02-01-011.00 (hereinafter referred to as the "Real Property") to Petitioner in full and complete satisfaction of the Debt (hereinafter referred to as the "Debt Satisfying Transfer").

The only evidence before the Court as to the value of the Real Property at the time of the transfer of the Real Property in the Debt Satisfying Transfer is an appraisal prepared by Petitioner's expert witness, Allen D. McCravy, MAI, which provides that the value of the Real Property was Three Hundred Thousand Dollars (\$300,000.00), which was Forty Thousand Dollars (\$40,000.00) less than the Debt. However, despite this fact, subsequent to the Debt Satisfying Transfer, Tom provided Decedent with inaccurate information that misled Decedent to believe that he had overpaid Petitioner in the Debt Satisfying Transfer. Specifically, testimony at trial provided clear and convincing evidence that Tom incorrectly informed Decedent, and Decedent believed, that the Real Property transferred in the Debt Satisfying Transfer exceeded the Debt by Two Hundred Eighty Thousand Dollars (\$280,000.00). The Debt satisfied in the Debt Satisfying Transfer was Three Hundred Forty Thousand Dollars (\$340,000.00) and the property transferred to satisfy the Debt was valued at Three Hundred Thousand Dollars (\$300,000.00); therefore, Decedent's belief that Petitioner had received an overpayment in the Debt Satisfying Transfer was a mistake in fact. In fact, Petitioner had actually received an underpayment in the Debt Satisfying Transfer as opposed to the alleged overpayment believed by Decedent.

Relying on this mistake of fact, Decedent retained Attorney Jack Howard (hereinafter referred to as "Attorney Howard") to draft the Last Will for the purpose of

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reducing Petitioner's share of the inheritance by approximately Two Hundred Eighty Thousand Dollars (\$280,000.00). In furtherance of the mistake of fact, Tom Taber provided Attorney Howard with a chart that Tom prepared outlining Decedent's real properties and the inheritance each child would receive, and Attorney Howard utilized the chart and documentation provided by Tom to prepare the Last Will. To summarize, the evidence submitted at trial was clear and convincing in proving the following:

- 1) Decedent and Petitioner agreed that Decedent owed Petitioner the Debt.
- 2) Decedent and Petitioner agreed to the Debt Satisfying Transfer to satisfy the Debt.
- 3) The Real Property transferred to Petitioner by Decedent to satisfy the Debt was actually valued at an amount of Three Hundred Thousand Dollars (\$300,000.00) as of the time of the transfer which is less than the Debt that totaled Three Hundred Forty Thousand Dollars (\$340,000.00). Therefore, the evidence before this Court was clear and convincing in that it proved that Petitioner was underpaid in the Debt Satisfying Transfer as opposed to the alleged overpayment as mistakenly believed by Decedent.
- 4) Despite the facts to the contrary, Decedent mistakenly believed that Petitioner had received an overpayment in the amount of Two Hundred Eighty Thousand Dollars (\$280,000.00) in the Debt Satisfying Transfer. Tom and to some degree Anne contributed to the Decedent's mistake of fact and inability to rectify the mistake.
- 5) Decedent reduced Petitioner's inheritance by Two Hundred Eighty Thousand Dollars (\$280,000.00) based on the Decedent's mistaken belief that Petitioner

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had received an overpayment in the Debt Satisfying Transfer. The reduction of Petitioner's inheritance was contrary to the Decedent's intent and the terms of the Last Will were affected by a mistake of fact or law.

The evidence provided at trial further proved by clear and convincing evidence that after Decedent learned of his mistake about the purported overpayment to Petitioner in the Debt Satisfying Transfer, Decedent tried to cure the mistake by creating a new Last Will and Testament. Decedent contacted Attorney Jackie Patterson (hereinafter referred to as "Attorney Patterson") and met with her to discuss how he wanted to change the Last Will. Attorney Patterson testified that on June 26, 2019 she mailed Decedent a representation letter (hereinafter referred to as the "Patterson Correspondence") which outlined Decedent's wishes for his estate plan. Attorney Patterson additionally testified that she attempted to reach out to Decedent on at least three occasions to discuss the Patterson Correspondence, but was blocked from speaking to Decedent by Anne. Decedent passed away on July 16, 2019 without having the opportunity to change his estate plan to correct the mistake in fact.

S.C. Code Ann. § 62-2-601 (B) provides as follows: (B) Notwithstanding subsection (A), the court may reform the terms of the will, even if unambiguous, to conform the terms to the testator's intention if it is proved by clear and convincing evidence that the testator's intent and the terms of the will were affected by a mistake of fact or law, whether in expression or inducement. This Court has the express authority to reform the terms of the Last Will if the Decedent's true intentions are found to have been frustrated. This power is to avoid an unjust taker from being able to benefit from a mistake. The facts and evidence clearly show that a mistake in fact existed and that it

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affected Decedent's true intentions. Petitioner has proven by clear and convincing evidence that Petitioner's share of the inheritance was improperly reduced based upon a mistake of fact in the inducement. Reformation is the proper remedy here in that it conforms an inaccurate document to be consistent with the testator's intent, and is preferable because the testator's intent is being honored rather than changed.

As to the Petitioners' claim that the Decedent was unduly influenced to execute the Last Will, South Carolina law provides that [a] contestant of a will challenging the validity of the will on the basis of undue influence bears the burden of proof and must present evidence showing the testatrix's will was overborne by that of the influencer or someone acting on his behalf. *See Macaulay v. Wachovia Bank of S.C., N.A.*, 351 S.C. 287, 295, 299, 569 S.E.2d 371, 375-76, 378 (Ct. App. 2002); see also S.C. Code Ann. § 62-3-407 (Supp. 2019) The undue influence necessary to invalidate a will must reach a level of force and coercion, not "the influence of affection and attachment" nor "the mere desire of gratifying the wishes of another." *In re Estate of Cumbee*, 333 S.C. 664, 511 S.E.2d at 394. Successful will contests asserting undue influence often include evidence of threats, force, restricted visitation, or an existing fiduciary relationship. *Russell v. Wachovia Bank, N.A.*, 353 S.C. 208, 217, 578 S.E.2d 329, 333 (2003).

The evidence provided at trial proved that Decedent met with his estate planning attorney, Jack Howard, several times outside the presence of any of his children and that no member of the Decedent's family was present at the execution of the Decedent's will. No evidence was presented at trial of force or threats of force being used on Decedent with respect to his estate plan. Several witnesses testified that Decedent was free to come and go as he pleased and had an active social lifestyle. No evidence was presented at trial

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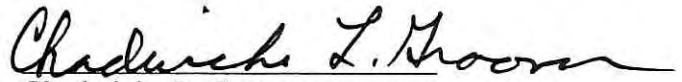
of an existing fiduciary relationship. [W]here the testator has had the unhampered opportunity to revoke his will or codicil subsequent to the operation of an undue influence upon him, but makes no change in it, the court as a general rule considers the effect of the testimony bearing upon undue influence in a large measure destroyed. *Smith v. Whetstone*, 209 S.C. 78, 92, 39 S.E.2d 127, 133 (1946).

Testimony presented and documents introduced at trial indicated Decedent met with or had estate plan documents prepared by at least seven attorneys between 2002 and Decedent's death in 2019. Despite the opportunity, Decedent never changed his estate plan documents. While Petitioner did show that Tom and, to some degree Anne, contributed to the Decedent's mistake of fact discussed herein and the inability of Decedent to rectify the mistake of fact, Petitioner failed to prove by clear and convincing evidence that Tom or Anne exerted an undue influence on Decedent that arises to the level required by South Carolina law.

Accordingly, the Court finds that although the Petitioner failed to meet his burden to prove the invalidity of the Last Will on the basis of undue influence, Petitioner has proven by clear and convincing evidence that the Decedent's intent and the terms of the Last Will were affected by a mistake of fact in the inducement in that Petitioner's share of Decedent's inheritance was reduced based upon a mistake of fact in the inducement as detailed above. Therefore, it is hereby ordered that Decedent's Estate be distributed in accordance with the estate plan provided in the Patterson Correspondence and that any Estate asset left undistributed by the Patterson Correspondence shall be distributed to each beneficiary of the Estate in equal shares, per stirpes.

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IT IS SO ORDERED.



Chadwicke L. Groover
Probate Court Judge

Date: March 7, 2024
Greenville, South Carolina

I ATTEST A TRUE COPY



Clerk, Probate Court

Greenville County, SC

Dated: 3/8/2024



STATE OF SOUTH CAROLINA	FILED	IN THE PROBATE COURT
COUNTY OF GREENVILLE	MAR 12 2024	CASE NO: 2019-ES2301851
IN THE MATTER OF THE ESTATE OF Greenville County Probate Court		
WILLIAM RHETT TABER, JR., deceased		
WILLIAM RHETT TABER, III.		
PETITIONER		AMENDED ORDER
vs.		
THOMAS NEEL TABER as Personal Representative of the Estate of William Rhett Taber, Jr., THOMAS NEEL TABER, individually,		
ANNE C. TABER, ROBERT FISHBURNE TABER, PAUL KERSHAW TABER, ANDREW PATTON TABER, MICHAEL TYNDALL		
RESPONDENTS.		

This Amended Order is to reflect a typo in the date on which this trial commenced as detailed below.

This matter came before the Honorable Chadwicke L. Groover upon the Petition filed by William Rhett Taber, III (hereinafter referred to as "Petitioner") to contest the validity of the Last Will and Testament dated July 23, 2015, (hereinafter referred to as the "Last Will") of William Rhett Taber, Jr. (hereinafter referred to as "Decedent"). Present at the three (3) day trial that commenced on February 12, 2024 were: Adam G. Lee, Esq. as counsel for Petitioner, W. Verne McGough, Jr., Esq. and David M. Thompson, Esq. as counsel for Thomas Neel Taber, as Personal Representative of the Estate of Decedent, Thomas Neel Taber (hereinafter referred to as "Tom"), Anne C. Taber (hereinafter referred to as "Anne"), Robert Fishburne Taber (hereinafter referred to as "Bob"), Paul

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Kershaw Taber (hereinafter referred to as "Paul") and Andrew Patton Taber (hereinafter referred to as "Pat"). Jurisdiction, venue and notice were proper.

Petitioner is the eldest son of Decedent and Anne Fishburne Taber. Decedent passed away on July 16, 2019, at the age of ninety-one (91) and was domiciled in Greenville County, South Carolina at the date of his death. Decedent was predeceased by his wife but was survived by six adult children: Petitioner, Bob, Paul, Pat, Tom and Anne. Tom filed an Informal Application for Probate of Will and Appointment with this Court on August 8, 2019, and submitted the Last Will to the Court as the Decedent's purported last will and testament. Tom was appointed Personal Representative of the Decedent's estate (hereinafter referred to as the "Estate") on August 26, 2019 and the Last Will was admitted informally. Petitioner filed this action to contest the validity of the Last Will.

As to Petitioner's cause of action requesting that this Court reform the Last Will to conform to the Decedent's intention, Petitioner provided clear and convincing evidence that Decedent's intent and the terms of the Last Will were affected by a mistake of fact in the inducement. Testimony at trial clearly provided that Petitioner loaned Decedent large amounts of money during Decedent's life that was equal to or exceeded several hundred thousand dollars. In 2015, prior to executing the Last Will, Decedent and Petitioner agreed to enter into a transaction to satisfy approximately Three Hundred Forty Thousand Dollars (\$340,000.00) of the debt owed to Petitioner by Decedent (hereinafter referred to as the "Debt"). Testimony at trial clearly evidenced that Decedent agreed that he owed the Debt to Petitioner and the Debt was evidenced by promissory notes and other documentation submitted into evidence at trial. Further, testimony and

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documentation submitted at trial provided clear and convincing evidence that Decedent and Petitioner entered into a transaction in which Decedent satisfied the Debt by transferring 28.48 acres of real property located in Greenville County, South Carolina, and identified by Tax Map Number 0501.02-01-011.00 (hereinafter referred to as the “Real Property”) to Petitioner in full and complete satisfaction of the Debt (hereinafter referred to as the “Debt Satisfying Transfer”).

The only evidence before the Court as to the value of the Real Property at the time of the transfer of the Real Property in the Debt Satisfying Transfer is an appraisal prepared by Petitioner’s expert witness, Allen D. McCravy, MAI, which provides that the value of the Real Property was Three Hundred Thousand Dollars (\$300,000.00), which was Forty Thousand Dollars (\$40,000.00) less than the Debt. However, despite this fact, subsequent to the Debt Satisfying Transfer, Tom provided Decedent with inaccurate information that misled Decedent to believe that he had overpaid Petitioner in the Debt Satisfying Transfer. Specifically, testimony at trial provided clear and convincing evidence that Tom incorrectly informed Decedent, and Decedent believed, that the Real Property transferred in the Debt Satisfying Transfer exceeded the Debt by Two Hundred Eighty Thousand Dollars (\$280,000.00). The Debt satisfied in the Debt Satisfying Transfer was Three Hundred Forty Thousand Dollars (\$340,000.00) and the property transferred to satisfy the Debt was valued at Three Hundred Thousand Dollars (\$300,000.00); therefore, Decedent’s belief that Petitioner had received an overpayment in the Debt Satisfying Transfer was a mistake in fact. In fact, Petitioner had actually received an underpayment in the Debt Satisfying Transfer as opposed to the alleged overpayment believed by Decedent.

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Relying on this mistake of fact, Decedent retained Attorney Jack Howard (hereinafter referred to as "Attorney Howard") to draft the Last Will for the purpose of reducing Petitioner's share of the inheritance by approximately Two Hundred Eighty Thousand Dollars (\$280,000.00). In furtherance of the mistake of fact, Tom Taber provided Attorney Howard with a chart that Tom prepared outlining Decedent's real properties and the inheritance each child would receive, and Attorney Howard utilized the chart and documentation provided by Tom to prepare the Last Will. To summarize, the evidence submitted at trial was clear and convincing in proving the following:

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- 4) Despite the facts to the contrary, Decedent mistakenly believed that Petitioner had received an overpayment in the amount of Two Hundred Eighty Thousand Dollars (\$280,000.00) in the Debt Satisfying Transfer. Tom and to some degree Anne contributed to the Decedent's mistake of fact and inability to rectify the mistake.

- 5) Decedent reduced Petitioner's inheritance by Two Hundred Eighty Thousand Dollars (\$280,000.00) based on the Decedent's mistaken belief that Petitioner had received an overpayment in the Debt Satisfying Transfer. The reduction of Petitioner's inheritance was contrary to the Decedent's intent and the terms of the Last Will were affected by a mistake of fact or law.

The evidence provided at trial further proved by clear and convincing evidence that after Decedent learned of his mistake about the purported overpayment to Petitioner in the Debt Satisfying Transfer, Decedent tried to cure the mistake by creating a new Last Will and Testament. Decedent contacted Attorney Jackie Patterson (hereinafter referred to as "Attorney Patterson") and met with her to discuss how he wanted to change the Last Will. Attorney Patterson testified that on June 26, 2019 she mailed Decedent a representation letter (hereinafter referred to as the "Patterson Correspondence") which outlined Decedent's wishes for his estate plan. Attorney Patterson additionally testified that she attempted to reach out to Decedent on at least three occasions to discuss the Patterson Correspondence, but was blocked from speaking to Decedent by Anne. Decedent passed away on July 16, 2019 without having the opportunity to change his estate plan to correct the mistake in fact.

S.C. Code Ann. § 62-2-601 (B) provides as follows: (B) Notwithstanding subsection (A), the court may reform the terms of the will, even if unambiguous, to conform the terms to the testator's intention if it is proved by clear and convincing evidence that the testator's intent and the terms of the will were affected by a mistake of fact or law, whether in expression or inducement. This Court has the express authority to reform the terms of the Last Will if the Decedent's true intentions are found to have been

frustrated. This power is to avoid an unjust taker from being able to benefit from a mistake. The facts and evidence clearly show that a mistake in fact existed and that it affected Decedent's true intentions. Petitioner has proven by clear and convincing evidence that Petitioner's share of the inheritance was improperly reduced based upon a mistake of fact in the inducement. Reformation is the proper remedy here in that it conforms an inaccurate document to be consistent with the testator's intent, and is preferable because the testator's intent is being honored rather than changed.

As to the Petitioners' claim that the Decedent was unduly influenced to execute the Last Will, South Carolina law provides that [a] contestant of a will challenging the validity of the will on the basis of undue influence bears the burden of proof and must present evidence showing the testatrix's will was overborne by that of the influencer or someone acting on his behalf. *See Macaulay v. Wachovia Bank of S.C., N.A.*, 351 S.C. 287, 295, 299, 569 S.E.2d 371, 375–76, 378 (Ct. App. 2002); see also S.C. Code Ann. § 62-3-407 (Supp. 2019) The undue influence necessary to invalidate a will must reach a level of force and coercion, not "the influence of affection and attachment" nor "the mere desire of gratifying the wishes of another." *In re Estate of Cumbee*, 333 S.C. 664, 511 S.E.2d at 394. Successful will contests asserting undue influence often include evidence of threats, force, restricted visitation, or an existing fiduciary relationship. *Russell v. Wachovia Bank, N.A.*, 353 S.C. 208, 217, 578 S.E.2d 329, 333 (2003).

The evidence provided at trial proved that Decedent met with his estate planning attorney, Jack Howard, several times outside the presence of any of his children and that no member of the Decedent's family was present at the execution of the Decedent's will. No evidence was presented at trial of force or threats of force being used on Decedent

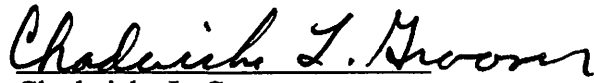
with respect to his estate plan. Several witnesses testified that Decedent was free to come and go as he pleased and had an active social lifestyle. No evidence was presented at trial of an existing fiduciary relationship. [W]here the testator has had the unhampered opportunity to revoke his will or codicil subsequent to the operation of an undue influence upon him, but makes no change in it, the court as a general rule considers the effect of the testimony bearing upon undue influence in a large measure destroyed. *Smith v. Whetstone*, 209 S.C. 78, 92, 39 S.E.2d 127, 133 (1946).

Testimony presented and documents introduced at trial indicated Decedent met with or had estate plan documents prepared by at least seven attorneys between 2002 and Decedent's death in 2019. Despite the opportunity, Decedent never changed his estate plan documents. While Petitioner did show that Tom and, to some degree Anne, contributed to the Decedent's mistake of fact discussed herein and the inability of Decedent to rectify the mistake of fact, Petitioner failed to prove by clear and convincing evidence that Tom or Anne exerted an undue influence on Decedent that arises to the level required by South Carolina law.

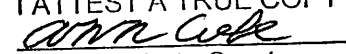
Accordingly, the Court finds that although the Petitioner failed to meet his burden to prove the invalidity of the Last Will on the basis of undue influence, Petitioner has proven by clear and convincing evidence that the Decedent's intent and the terms of the Last Will were affected by a mistake of fact in the inducement in that Petitioner's share of Decedent's inheritance was reduced based upon a mistake of fact in the inducement as detailed above. Therefore, it is hereby ordered that Decedent's Estate be distributed in accordance with the estate plan provided in the Patterson Correspondence and that any

Estate asset left undistributed by the Patterson Correspondence shall be distributed to each beneficiary of the Estate in equal shares, per stirpes.

IT IS SO ORDERED.


Chadwicke L. Groover
Probate Court Judge

Date: March 12, 2024
Greenville, South Carolina

I ATTEST A TRUE COPY

Clerk, Probate Court
Greenville County, SC
Dated: 3/13/2024

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE MATTER OF THE ESTATE OF
WILLIAM RHETT TABER, JR.

(PROBATE C.A NO.: 2019-ES2301851)

WILLIAM RHETT TABER, III,

RESPONDENT,

vs.

THOMAS NEEL TABER as Personal
Representative of the Estate of William Rhett
Taber, Jr., THOMAS NEEL TABER,
individually, ANNE C. TABER, ROBERT
FISHBURNE TABER, PAUL KERSHAW
TABER, ANDREW PATTON TABER,
MICHAEL TYNDALL,

APPELLANTS.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2024-CP-23-01663

**ORDER AFFIRMING
PROBATE COURT**

This matter came before me on January 15, 2025, in connection with an appeal from the Amended Order of the Greenville County Probate Court filed March 12, 2024 in C.A. No. 2019-ES2301851. In this Amended Order, the Probate Court reformed the subject Last Will and Testament of William Rhett Taber, Jr. pursuant to S.C. Code Ann. §62-2-601(B). As discussed more fully below, and after thoroughly considering the record, the briefs filed by each party, the arguments of counsel, and the relevant case law, I affirm the Amended Order of the Greenville County Probate Court filed March 12, 2024 in C.A. No. 2019-ES2301851 in its entirety.

STATEMENT OF THE CASE

William Rhett Taber, Jr. (hereinafter “Decedent” or “Pop”) died July 16, 2019, at the age of 91. He was survived by six (6) adult children – William Rhett Taber, III, Thomas Neel Taber,

Anne C. Taber, Robert Fishburne Taber, Paul Kershaw Taber, and Andrew Patton Taber. Decedent was predeceased by one daughter, Caroline Taber Tyndall, who left one surviving adult son, Michael Tyndall.

One of Decedent's surviving adult children, Thomas Neel Taber (hereinafter "Tom" or "Tom Taber") filed an Informal Application of Probate of Will and Appointment with the Greenville County Probate Court on August 8, 2019. With this Application, Tom Taber submitted the Last Will and Testament of William R. Taber, Jr. dated July 23, 2015 (hereinafter "2015 Will").

Tom Taber was appointed Personal Representative of the Estate of William Rhett Taber, Jr. on August 26, 2019.

On April 14, 2020, William Rhett Taber, III (hereinafter "Rhett" or "Rhett Taber") filed a Statement of Creditor's Claim with the Probate Court claiming that he was owed \$563,390.00 from the Estate of William Rhett Taber, Jr.

On June 5, 2020, Rhett Taber filed his Petition to Contest Validity of Last Will and Testament of Decedent on the grounds of mistake of fact and undue influence.

On June 17, 2020, Rhett Taber filed a Petition for Allowance of Creditor Claim.

On July 13, 2020, Tom Taber, both individually and as Personal Representative of the Estate, filed an Answer to Petition to Contest the Validity of the Last Will and Testament of Decedent.

On July 27, 2020, Tom Taber, as Personal Representative of the Estate, filed an Answer to Petition for Allowance of Creditor Claim.

The parties appeared before the Honorable Chadwicke Groover, Probate Judge for the County of Greenville, State of South Carolina, for a trial on February 12 – 14, 2024.

By Order filed March 7, 2024 in Case No. 2019-ES2301851, the Probate Court held that Rhett Taber established by clear and convincing evidence that his share of the inheritance was improperly reduced based upon a mistake of fact in the inducement. Based upon this mistake in fact, the Probate Court ordered that the 2015 Will be reformed to be consistent with Decedent's intent as established during the trial in this case. The Probate Court also found that Rhett Taber failed to meet his burden to prove the invalidity of the 2015 Will based on undue influence and to establish his creditor's claim against the Estate.

By Amended Order filed March 12, 2024, the Probate Court corrected a typographical error regarding the trial dates.

Appellants Tom Taber (both individually and as Personal Representative of the Estate), Anne Taber, and Robert Fishburne Taber filed their Notice of Intent to Appeal to the Circuit Court on March 15, 2024. Appellants filed their Amended Notice of Intent to Appeal to the Circuit Court on March 28, 2024.

FACTUAL BACKGROUND

Decedent and his wife, Anne Fishburne Taber, had seven children during their long marriage which ended upon Anne's death on January 30, 2003. During their marriage, Decedent and Anne acquired numerous parcels of real estate through either purchase or inheritance.

Rhett Taber was the oldest of the seven children and he enjoyed some financial success as an adult. Rhett testified that as soon as he became an officer in the Air Force, he started depositing a "large share of [his] paycheck into [his] parents' checking account." Most of the parties who testified on this subject agreed that Rhett transferred or loaned his parents a substantial amount of money over the years. Rhett testified that he transferred "hundreds of thousands of dollars" to his parents. Decedent's personal banker confirmed that Rhett transferred "hundreds of thousands of dollars" into Decedent's account to cover or prevent overdrafts. Paul Kershaw Taber ("Paul

Taber”) testified that there was “no doubt” that Rhett helped his parents financially throughout their lifetimes. Robert Fishburne Taber (“Bob Taber”) also testified that there was “no question” that Rhett loaned their parents “a lot of money” and “nobody is disputing that.”

Some of the loans from Rhett to Decedent were memorialized by promissory notes prepared in 2011 and 2012.

Decedent met with attorney Jack Howard in 2015 to “put his affairs in order.” Attorney Howard and Decedent met several times to discuss Decedent’s estate plan. As part of this process, Howard also met with Tom Taber. Although he testified that he had met some of the other siblings, Howard confirmed that Tom Taber was the sibling who was primarily assisting Decedent with his estate plan in the 2015 timeframe.

As part of the estate planning process, Tom Taber prepared a spreadsheet in January 2015 purporting to list Decedent’s assets and debts as well as a proposed distribution of Decedent’s estate to each child. (hereinafter “Spreadsheet”). The Spreadsheet listed alternative values for each of Decedent’s properties, including a column entitled “Pop’s Value” which Tom testified was derived from figures provided to him by Decedent. In five separate places, this Spreadsheet referenced a debt from Decedent to Rhett Taber in the amount of \$340,000.00 (hereinafter “Debt”). The \$340,000.00 value placed on this Debt was a negotiated amount agreed to by Decedent and Rhett. Howard confirmed this negotiated amount as well.

The Spreadsheet referenced two parcels totaling 54.41 acres on Belvue School Road (41.71 acres and 12.7 acres). The value assigned to this real estate as “Pop’s Value” on the Spreadsheet prepared by Tom Taber was approximately \$14,000.00 per acre.

Howard further confirmed that Decedent and Rhett reached an agreement whereby the \$340,000.00 Debt owed from Decedent to Rhett would be satisfied upon Decedent conveying to Rhett 28.48 acres of land on Belvue School Road.

Although some of the details of the Debt satisfaction were disputed, all witnesses who testified on this issue admitted that the conveyance of the 28.48 acres on Belvue School Road from Decedent to Rhett was for the sole purpose of satisfying the \$340,000.00 Debt.

Pursuant to his agreement with Rhett, Decedent signed a deed transferring his ownership in the 28.48 acres on Belvue School Road to Rhett on July 15, 2015. The deed stated as the consideration for this conveyance “satisfaction of indebtedness from Grantor [Decedent] to Grantees [Rhett Taber and his wife]”.

Tom Taber testified that it was his opinion that Decedent overpaid Rhett by \$280,000.00 when Decedent transferred the 28.48 acres on Belvue School Road in exchange for satisfaction of the \$340,000.00 Debt. Tom testified that “Pop thought the same” when he signed the 2015 Will.

According to Tom Taber, the value of the 28.48 acres on Belvue School Road was \$427,200.00 (at \$15,000.00 per acre). It was also Tom Taber’s testimony at trial that Rhett received more than just the 28.48 acres on Belvue School Road Property in satisfaction of the \$340,000.00 loan. Tom testified that Rhett also received a lot in Flat Rock, North Carolina worth \$70,000.00, a home on the 28.48 acres on Belvue School Road worth \$25,000.00-\$35,000.00, two tractors worth \$23,000.00 total, and “a bunch of stuff” worth \$10,000.00.

In Tom’s opinion, the value of everything Rhett received was approximately \$620,000 -- \$280,000.00 more than the \$340,000.00 Debt that was satisfied. Tom testified that “Pop thought the same” when he signed the 2015 Will.

On the Spreadsheet created by Tom Taber, Tom reduced Rhett's inheritance by \$279,242.00 based upon his determination of the alleged "overpayment." Tom Taber included a notation " — OP" on the Spreadsheet which Tom admitted stood for "overpayment."

Accordingly, Rhett's "Individual Inheritance" less the "overpayment" was only \$26,650.00 compared to the \$305,892.00 allocated to the other heirs on the Spreadsheet. This alleged "overpayment" was the reason Rhett's inheritance was reduced by approximately \$280,000.00.

Based in part on the Spreadsheet prepared by Tom Taber, Howard prepared the 2015 Will. This 2015 Will allocated Decedent's assets in a manner consistent with the Spreadsheet. As Personal Representative of Decedent's estate, Tom Taber acknowledged this fact as well. Decedent signed the 2015 Will on July 23, 2015.

After Decedent signed the 2015 Will, Tom Taber testified that he had the 28.48 acres on Belvue School Road appraised, but this appraisal was not introduced into evidence at trial. According to Tom, the subject real estate on Belvue School Road appraised for "roughly \$11,500.00 per acre" which equates to approximately \$327,500.00 in total. This valuation was significantly less than the value assigned to this asset in the "Pop's Value" column on the Spreadsheet prepared by Tom Taber and relied upon by Decedent and Howard to prepare the 2015 Will.

Several years after the execution of the 2015 Will, Decedent met with attorney Jackie Patterson to revise his estate plan. Patterson testified that Decedent told her there were "errors in that prior Will." Patterson further testified that Decedent explained how he did not think that the 2015 Will prepared by Attorney Howard was fair. Patterson testified that Decedent explained "all the things that Rhett Taber had done for him" and he just wanted to make his will "fair."

Based upon her conversations with Decedent, Patterson created a representation letter dated June 26, 2019 (hereinafter “2019 Patterson Correspondence”), which confirmed how Decedent wanted his estate divided to correct the 2015 Will. Patterson testified that Decedent was clear that he wanted to revoke the 2015 Will and replace it with one consistent with the 2019 Patterson Correspondence. The most significant difference between the 2015 Will and the 2019 Patterson Correspondence was the treatment of the remaining 25.93 acres located on Belvue School Road (hereinafter “Farm Property”).¹

In the 2015 Will, the Farm Property was divided equally between all of the children. In the 2019 Patterson Correspondence, the Farm Property was allocated solely to Rhett Taber.

Decedent died on July 16, 2019 having not signed the 2019 Patterson Correspondence or any revised estate planning documents.

At trial, Allen McCravey was qualified as an expert in the field of real estate appraisals. He appraised the 28.48 acres on Belvue School Road Property as of July 2015, which was the same month Decedent signed the 2015 Will. His opinion was that the fair market value of this property as of July 2015 was only \$300,000.00 (or approximately \$10,500.00 per acre). McCravey did not perform an appraisal of any alleged structure on the property. McCravey was not asked to perform any appraisals of any personal property.

Appellants did not offer an expert on the value of the property as of July 2015.

Tom Taber admitted that if the 28.48 acres on Belvue School Road was worth less than \$340,000.00, Rhett was not overpaid when the \$340,000.00 Debt was satisfied. He also acknowledged that if the property Rhett received in 2015 was worth substantially less than \$620,000.00, it was a mistake to reduce Rhett’s inheritance and that mistake “should be fixed.”

¹ The 2019 Patterson Correspondence refers to the Belvue School Road property as the property on “Shelton Road, Travelers Rest, South Carolina.”

Bob Taber agreed that if there was a mistake in the 2015 Will, he knew that Decedent would want that mistake “rectified.”

Anne Taber agreed that if the Spreadsheet relied upon by Attorney Howard to prepare the 2015 Will contained inaccurate information, then it was “certainly... possible” that there was a mistake in Decedent’s estate plan. She also believed that Decedent wanted Rhett to have all of the Farm Property because Rhett already owned the other 28.48 acres on Belvue School Road.

Pat Taber also agreed that “if there was a mistake [on the Spreadsheet], it – it should be fixed.” He also agreed that Decedent wanted Rhett to receive the entire Farm Property.

Certified estate planning specialist Dan Collins testified as an expert in the field of probate and estate law. He testified about 2013 amendment to South Carolina law which granted the Probate Court the authority to reform the terms of a will when the will is affected by a mistake of fact. Collins confirmed that the present situation is just the type of mistake which triggers the Probate Court’s authority to reform a will.

STANDARD OF REVIEW

Actions to reform a will are equitable in nature. Accordingly, the standard of review on appeal is *de novo*. Regions Bank v. Wingard Properties, Inc., 394 S.C. 241, 715 S.E.2d 348, 352 (Ct. App. 2011). This *de novo* review does not require the appellate court to disregard the findings of the Probate Court or to ignore the fact that the Probate Court was in a better position to assess the credibility of the witnesses. Id. Moreover, the appellant is not relieved of the burden of convincing the appellate court that the Probate Court committed error in its findings. Id.

DISCUSSION

The Probate Court held that the clear and convincing evidence in the record established that the 2015 Will was affected by a mistake of fact. Accordingly, it reformed the terms of the

2015 Will to conform to Decedent's intention as authorized by S.C. Code Ann. §62-2-601(B). As the clear and convincing evidence in the record supports the Probate Court's findings and conclusions, I affirm the Amended Order filed March 12, 2024 in its entirety.

S.C. Code Ann. §62-2-601(B) provides as follows:

Notwithstanding subsection (A), the court may reform the terms of the will, even if unambiguous, to conform to the terms of the testator's intention if it is proved by clear and convincing evidence that the testator's intent and the terms of the will were affected by a mistake of fact or law, whether an expression or inducement.

The evidence in this case shows that a mistake in fact existed and that it affected Decedent's true intentions. Rhett Taber proved, by clear and convincing evidence, that his share of the inheritance was improperly reduced based upon a mistake of fact in the inducement. The Probate Court expressly held that "reformation is the proper remedy here in that it conforms an inaccurate document to be consistent with the testator's intent, and it is preferable because the testator's intent is being honored rather than changed." I agree.

The following facts were established by clear and convincing evidence presented at trial. Rhett Taber lent his father Decedent hundreds of thousands of dollars. Decedent and Rhett agreed to set the amount of the Debt at \$340,000.00. Decedent and Rhett agreed to satisfy this \$340,000.00 Debt by Decedent conveying the 28.48 acres on Belvue School Road to Rhett. Tom Taber prepared the Spreadsheet that Decedent and Attorney Howard relied on to prepare the 2015 Will. The Spreadsheet significantly overvalued the acreage on Belvue School Road. The Spreadsheet also mistakenly indicated that Rhett received \$620,000.00 worth of property in satisfaction of the \$340,000.00 Debt owed by Decedent to Rhett. Based on this mistake, the Spreadsheet, and the 2015 Will by derivation, reduced Rhett's inheritance by \$280,000.00. Realizing this mistake, Decedent started the process of rectifying the mistake using the services of

Attorney Patterson. Patterson confirmed Decedent's intentions in the 2019 Patterson Correspondence. The 2019 Patterson Correspondence confirmed Decedent's intention to restore Rhett's inheritance. For various reasons, Decedent was unable to sign numerous estate planning documents to correct the mistake in fact prior to his death in July 2019.

Based upon these facts, the Probate Court properly found that Rhett's inheritance was improperly reduced in the 2015 Will based upon a mistake in fact in the inducement. The clear and convincing evidence established that Rhett was not overpaid \$280,000.00 in connection with the satisfaction of the \$340,000.00 Debt. There was no basis in fact for Rhett's inheritance to be reduced by \$280,000.00 as suggested by Tom Taber on the Spreadsheet he prepared which was relied upon by Howard and Decedent to prepare the 2015 Will.

Decedent mistakenly believed that he had overpaid Rhett Taber by \$280,000.00 when Decedent conveyed 24.48 acres on Belvue School Road to Rhett in exchange for the satisfaction of the \$340,000.00 Debt. The Spreadsheet prepared by Tom Taber and the testimony of the fact witnesses confirmed and perpetuated this mistake.

Appellants argue that the Probate Court does not have authority to correct this mistake of fact because several years passed between execution of the 2015 Will and Decedent's death, during which time Decedent met with several lawyers, was well aware of Rhett's dissatisfaction with the 2015 Will, and knew about an appraisal indicating a value for the property transferred to Rhett which was significantly lower than the "Pop's Value" of the property as indicated on the Spreadsheet. Appellants place great emphasis on the fact that Decedent did not alter his estate plan during the years between the execution of the 2015 Will and Decedent's death. The relevant inquiry is not when, or even if, Decedent tried to alter his estate plan after he executed the 2015

Will. The relevant inquiry is whether the 2015 Will was affected by a mistake of fact when it was executed.

As confirmed by Tom Taber's testimony and the Spreadsheet created by Tom Taber, Decedent was under the mistaken belief that he overpaid Rhett Taber by \$280,000.00 to satisfy the \$340,000.00 Debt. Tom created the Spreadsheet to create the appearance of an "overpayment" to Rhett. Based upon this mistake, Decedent reduced Rhett's inheritance by approximately \$280,000.00. This mistake triggered the Probate Court's authority to reform the 2015 Will.

The clear and convincing evidence submitted at trial established that Decedent's intent was not to disinherit Rhett Taber. All witnesses who testified on this issue confirmed that Decedent wanted to treat all of his beneficiaries fairly. While it may have been fair to disinherit Rhett if Rhett received \$620,000.00 worth of property to satisfy the \$340,000.00 Debt, it was not fair given the gross mistake in valuation of the property conveyed to Rhett in 2015 to satisfy the Debt.

Once finding the mistake of fact, the Probate Court was required to determine Decedent's intent and to reform the terms of the 2015 Will to conform to that intent.

To remedy the mistake, the Probate Court reformed the 2015 Will to be consistent with the estate plan set forth in the 2019 Patterson Correspondence. I find that the remedy ordered by the Probate Court is supported by the clear and convincing evidence admitted at trial.

The clear and convincing evidence established that Decedent would not have disinherited Rhett Taber. The clear and convincing evidence established that Decedent wanted Rhett to have the Farm Property. All witnesses who testified on this point agreed that Decedent wanted Rhett to receive the Farm Property. The parties and the Probate Court also had the benefit of Attorney Patterson's testimony and the 2019 Patterson Correspondence.

Decedent told Patterson that he wanted to correct the “errors” in the 2015 Will. In recognition of “all of the things that Rhett Taber had done for him,” Decedent “wanted to make his will fair.” The witnesses who testified on this issue agreed that the Decedent wanted Rhett to have the Farm Property. The 2019 Patterson Correspondence allocates the Farm Property to Rhett consistent with Decedent’s known intent.

Based on the foregoing, the Probate Court properly held that “reformation is the proper remedy here in that it conforms an inaccurate document to be consistent with the testator’s intent, and it is preferable because the testator’s intent is being honored rather than changed.” (Amended Order p. 6).

Finally, in its Brief of Respondent, Rhett Taber argued that the Appellants failed to preserve several of their arguments for appellate review. I am not basing this decision to affirm the Amended Order of the Probate Court on the assertion that Appellants failed to preserve their arguments.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that, based upon the clear and convincing evidence admitted at trial, Decedent’s intent and the 2015 Will were affected by a mistake of fact. Accordingly, the Probate Court properly reformed the terms of the 2015 Will to conform to Decedent’s intent as memorialized in the 2019 Patterson Correspondence.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Amended Order of the Greenville County Probate Court filed March 12, 2024 in Case No. 2019-ES2301851 is affirmed in its entirety.

IT IS SO ORDERED.

JUDGE’S SIGNATURE PAGE TO FOLLOW



Greenville Common Pleas

Case Caption: Thomas Neel Taber Prs , plaintiff, et al VS William Rhett Taber III

Case Number: 2024CP2301663

Type: Order/Confirm

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2025-03-16 20:46:28 page 13 of 13

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP2301663

Thomas Neel Taber Prs et al
PLAINTIFF(S)

William Rhett Taber, III
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This Court issued an "Order Affirming Probate Court" on March 17, 2025 after careful review of the parties' oral argument and very extensively briefed positions. Appellants filed a Motion to Reconsider, Alter or Amend under Rule 59(e) on March 27, 2025. Respondent filed its Return on May 14, 2025. As allowed by Rule 59(f), the Court has determined that additional oral argument is not necessary in light of the well briefed arguments of counsel. The Court has carefully considered the record and memorandum provided by counsel and has determined that there is no basis for altering or amending its March 17, 2025 Order which is hereby affirmed. It is so Ordered.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/25/2025 .

William Rhett Taber Jr Estate
Thomas Neel Taber
William Rhett Taber, Jr

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenville Common Pleas

Case Caption: Thomas Neel Taber Prs , plaintiff, et al VS William Rhett Taber III

Case Number: 2024CP2301663

Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2025-05-25 07:47:12 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF GREENVILLE	)	CASE NO: 2019-ES2301851
	)	
IN THE MATTER OF THE ESTATE OF	)	FILED
WILLIAM RHETT TABER, JR., deceased	)	
	)	JUN 05 2020
WILLIAM RHETT TABER, III.	)	GREENVILLE COUNTY
	)	PROBATE COURT
PETITIONER	)	
vs.	)	
	)	PETITION TO CONTEST
THOMAS NEEL TABER as Personal	)	VALIDITY OF LAST WILL AND
Representative of the Estate of William Rhett	)	TESTAMENT OF DECEDENT
Taber, Jr., THOMAS NEEL TABER, individually,	)	
ANNE C. TABER, ROBERT FISHBURNE	)	
TABER, PAUL KERSHAW TABER, ANDREW	)	
PATTON TABER, MICHAEL TYNDALL	)	
	)	
RESPONDENTS.	)	
	)	

The Petitioner, William Rhett Taber, III, hereby files this Petition to challenge the validity of the Last Will and Testament of Decedent William Rhett Taber, Jr., for an Order declaring the Decedent died intestate and for Appointment of Petitioner as Personal Representative or Administrator of the Estate. In support of the Petition, the Petitioner would show the Court the following:

STATEMENTS OF FACT

1. The Petitioner, William Rhett Taber, III, is the eldest son of the Decedent and is domiciled in Raleigh, Wake County, North Carolina.
2. The Decedent, William Rhett Taber, Jr., died on July 16, 2019 at age 91. He was domiciled in Greenville County, South Carolina at the date of his death.
3. The Decedent was predeceased by his wife, Anne Fishburne Taber.

4. The Decedent is survived by six adult children: William Rhett Taber, III, Robert Fishburne Taber, Paul Kershaw Taber, Andrew Patton Taber, Thomas Neel Taber and Anne Claiburn Taber. The Decedent was predeceased by one daughter, Caroline Taber Tyndall, who left surviving one adult son, Michael Tyndall. The address for each intestate heir is disclosed on Exhibit A which is attached hereto and incorporated herein by reference.
5. Respondent Thomas Neel Taber filed an Informal Application for Probate of Will and Appointment with this Court on August 8, 2019, and submitted a Last Will and Testament of William R. Taber, Jr. dated July 23, 2015 (hereinafter referred to as the "Purported Will") to the Court as the Decedent's purported Will. A copy of the Purported Will is attached hereto as Exhibit B and incorporated herein by reference. Upon information and belief, the original Purported Will is in the Court's possession.
6. Respondent Thomas Neel Taber was appointed Personal Representative of the Estate of William Rhett Taber, Jr. on August 26, 2019 and the Purported Will was admitted informally.
7. Petitioner has not received a demand for notice, nor is aware of a demand for notice of any probate or appointment proceeding concerning the Decedent that may have been filed in this State or elsewhere except as specifically stated in paragraphs 5 and 6 above.
8. The time limit for probate or appointment as provided in S.C. Code §62-3-301, et seq. has not expired because ten years or less has not passed since the Decedent's death.
9. After the exercise of reasonable diligence, the Petitioner is unaware of any other unrevoked testamentary instrument relating to property having a situs in South Carolina.

10. The Petitioner has priority to serve as Personal Representative of Decedent's Estate under S.C. Code§62-3-203(5) as an heir of the Decedent and has the same priority as his surviving siblings.

FOR A FIRST CAUSE OF ACTION
MISTAKE OF FACT

11. Petitioner fully incorporates paragraphs 1-10 above as if fully restated herein.
12. Upon information and belief, Decedent executed the Purported Will on July 23, 2015 in the office of attorney Jack Howard.
13. Upon information and belief, Respondent Thomas Neel Taber was present at the signing of the Purported Will.
14. Upon information and belief, Respondent Thomas Neel Taber provided Mr. Howard's office with information as to specific devises of real property to each of Decedent's children and represented to Mr. Howard that these were the Decedent's wishes.
15. Upon information and belief, the specific devises directed by Respondent Thomas Neel Taber were incorporated into the Purported Will and conveyed most of the Decedent's Estate in this manner.
16. Prior to the making of the Purported Will, Petitioner loaned Decedent significant sums of money over a period of time. To partly repay Petitioner for the sums loaned, Petitioner and Decedent entered into a real estate transaction in 2015 by which Decedent transferred to Petitioner part of certain real property located in Greenville County, South Carolina. Decedent promised to convey the remainder of such property to Petitioner in his Will. The Purported Will does not convey such property to Petitioner. Instead it is part of the Residuary to be divided equal among the Decedent's children per stirpes.

17. Upon information and belief, prior to the making and execution of the Purported Will, Respondent Thomas Neel Taber and others wrongfully, intentionally and mistakenly mislead and convinced Decedent that his real property transaction with Petitioner resulted in Decedent being cheated by Petitioner.
18. Upon information and belief, at the time of the making of the Purported Will Decedent, due to age related mental deterioration, had become financially vulnerable and confused and was susceptible to suggestion. Decedent believed the misinformation provided to him concerning the real estate transaction with Petitioner and therefore mistakenly executed the Purported Will which did not devise the Greenville County property to Petitioner as promised and also significantly reduced Petitioner's inheritance as compared to his remaining siblings and as compared to Decedent's previous Last Will and Testament.
19. Upon information and belief, Decedent executed the Purported Will under the mistake of fact that Petitioner had cheated him in some fashion which was the result of the mistruths told to Decedent by Respondent Thomas Neel Taber and others.
20. In June of 2019 Decedent personally contacted attorney Jacqueline Patterson (hereinafter referred to as "Ms. Patterson") for purposes of creating a new Last Will and Testament. Decedent met with Ms. Patterson who then prepared and mailed to Decedent an engagement letter dated June 26, 2019. The engagement letter, among other things, outlined Ms. Patterson's understanding of Decedent's wishes with regard to his new Will, Durable Power of Attorney, Healthcare Power of Attorney and Living Will. A copy of the engagement letter is attached hereto as Exhibit C and is incorporated herein by reference.
21. The engagement letter summarizes Decedent's intentions as understood by Ms. Patterson with regard to his estate and specifically indicates, among other things, that the Greenville

- County property should be devised to Petitioner as originally promised by Decedent and also includes Petitioner in other devises and cash distributions, unlike in the Purported Will.
22. Decedent died not even a month later prior to executing the new Last Will and Testament prepared by Ms. Patterson.
23. This Court should declare the Purported Will invalid for mistake of fact and declare that Decedent died without a Will and intestate

FOR A SECOND CAUSE OF ACTION
UNDUE INFLUENCE

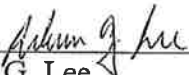
24. Petitioner fully incorporates paragraphs 1 through 23 above as if fully written herein.
25. Decedent's wife predeceased him in 2003. Thereafter, Decedent's behavior changed. He began to suffer from confusion about his finances, and became financially vulnerable and unrealistic. He was a victim of a number of scams and accrued significant unexplained debt despite not having the means to repay the debt. This behavior was a marked departure from his younger days when he worked hard, paid his bills and was conservative with his spending. While he owned real estate holdings, he was perpetually short on cash. Petitioner regularly loaned Decedent money to pay bills. To the best of Petitioner's knowledge, he was Decedent's only child to loan him money.
26. As set forth above, Petitioner and Decedent entered into a real estate transaction in 2015. The transaction was arms-length and reflected the bargain made between the parties. A copy of the Deed to evidence the transaction, dated July 15, 2015, is attached hereto as Exhibit "D" and is incorporated herein by reference.
27. Respondent Thomas Neel Taber, Respondent Paul Kershaw Taber, and other family members learned of the real estate transaction and apparently believed the conveyance to Petitioner of the property from their father to be unfair to them.

28. Respondent Thomas Neel Taber, Respondent Paul Kershaw Taber, and others, then began to put pressure on Decedent to change his Will to reduce Petitioner's inheritance and repeatedly told Decedent that Petitioner had cheated him despite having no evidence that he did so.
29. Upon information and belief, after working to convince Decedent that Petitioner cheated him, Thomas Neel Taber convinced Decedent to go to attorney Jack Howard's office to make a new Will. Respondent Thomas Neel Taber provided to Mr. Howard a list of assets to be devised to each child of Decedent in his Will. Decedent did not personally make the appointment with Mr. Howard. The information and asset list was presented to Mr. Howard as if Decedent had personally prepared the list despite the fact that Respondent Thomas Neel Taber prepared the asset list and distributions described therein.
30. Mr. Howard was not Decedent's established estate planning attorney. Previously, Decedent had documents prepared by attorney Charles Stuart.
31. Upon information and belief, Mr. Howard prepared the Purported Will as instructed and Respondent Thomas Neel Taber discussed the contents of the Purported Will with each of the Petitioner's siblings, but did not discuss it with Petitioner. Decedent executed the purported Will at Mr. Howard's office while Respondent Thomas Neel Taber was present in the office. Respondent Thomas Neel Taber and others unduly influenced and pressured Decedent to execute the purported Will.
32. At the time the Purported Will was executed Respondent Ann C. Taber was living in Decedent's home. Respondent Thomas Neel Taber lived in Greer, South Carolina. Petitioner lived in Raleigh, North Carolina.

33. In June of 2019 Decedent personally contacted attorney Jacqueline Patterson's office, drove himself to her office, met with her and explained to her his wishes with regard to a new Last Will and Testament.
34. Ms. Patterson mailed an engagement letter to Decedent. Upon information and belief, Ms. Patterson's office called Decedent on his mobile phone and left a message to try to coordinate the execution of the new document. Ms. Patterson's office also called his home number and left a message on the answering machine in which an offer was made to come to his Decedent's home to execute the document. Ms. Patterson's office also called Respondent Ann C. Taber's mobile phone. She was therefore aware Ms. Patterson's office was trying to reach him, but she did not return the call.
35. After visiting Ms. Patterson's office Decedent's health rapidly deteriorated and he was unable to drive or take himself back to Ms. Patterson's office. He relied on Respondent Ann C. Taber and Respondent Thomas Neel Taber for transportation and care. They did not assist him in accomplishing his wish to change his Last Will and Testament prior to death.
36. Decedent died prior to executing the new Will and other documents prepared by Ms. Patterson.
37. Respondent Thomas Neel Taber and others exerted their will over Decedent to such an undue extent that the Purported Will was not his own at the time the Purported Will was executed, and the Purported Will should be invalidated because of such undue influence.
38. This Court should declare the Purported Will invalid as a result of the undue influence referenced above and declare that Decedent died without a Will and intestate.

WHEREFORE, Petitioner prays for an Order declaring the purported Will not valid for mistake of fact and undue influence; for an Order that the Decedent died without a Will and intestate; and for an Order appointing Petitioner Personal Representative or Administrator of Decedent's Estate. Petitioner further asks this Honorable Court to determine any other matters required for fair adjudication of the aforesaid issues in dispute, for attorney fees, costs, and any other relief the Court deems just, equitable, and proper.

Respectfully submitted,



Adam G. Lee
SC Bar# 76013
Dobson, Jones, Ball, Phillips & Bridges, P.A.
P. O. Box 1923
Greenville, SC 29602
(864) 271-8171 Ext. 210
alee@dobsonlaw.com
Attorney for Respondent

June 5, 2020
Greenville, SC

Names and addresses of intestate heirs.

1. William Rhett Taber, III
2029 Fairview Road
Raleigh, NC 29650
2. Robert Fishburne Taber
142 Loblolly Drive
Shones, NC 28512
3. Paul Kershaw Taber
907 S. Lumina Avenue
Wrightsville Beach, NC 28480
4. Andrew Patton Taber
2-A Hillside Drive
Greenville, SC 29607
5. Thomas Neel Taber
507 Meadow Hills Way
Greer, SC 29650
6. Anne Claiburn Taber
109 Lavinia Avenue
Greenville, SC 29609
7. Michael Tyndall (son of deceased daughter, Caroline Taber)
119 Converse Street
Greenville, SC 29607

Original

19-2301851
Greenville County
Probate Court

**LAST WILL AND TESTAMENT
OF
WILLIAM R. TABER, JR.**

2019 AUG -8 PM 2:19

I, William R. Taber, Jr., of Greenville County, South Carolina, being of sound and disposing mind and memory, do hereby make, publish and declare this writing as and for my Last Will and Testament, hereby revoking any and all former wills and instruments of a testamentary nature made by me.

ITEM I.

I will and direct that my Personal Representative hereinafter named do first pay all my just debts and funeral expenses.

ITEM II.

I give, devise and bequeath my property located at 109 Lavinia Avenue, Greenville County, South Carolina to Caroline Eleanor Taber, Anne C. Taber and Thomas Neel Taber, in equal shares, per capita, to be theirs absolutely.

ITEM III.

I give, devise and bequeath my real property known as Lot 1, Flat Rock, North Carolina, to Caroline Eleanor Taber, in fee simple, to be hers absolutely.

ITEM IV.

I give, devise, and bequeath my real property known as Lot 7, Flat Rock, North Carolina, to William Rhett Taber, III, in fee simple, to be his absolutely.

ITEM V.

I give, devise and bequeath my real properties located at 1924 and 1944 Allen's Lane, Wrightsville Beach, North Carolina, to Robert Fishburne Taber, in fee simple, to be his absolutely.

ITEM VI.

I give, devise, and bequeath my real property located at 907 S. Lumina to Paul Kershaw Taber, Thomas Neel Taber, and Anne C. Taber, in equal shares, per stirpes, to be theirs absolutely.

ITEM VII.

I give, devise and bequeath my approximate 3.375 acre tract

in or near Naples, North Carolina to Andrew Patton Taber, in fee simple, to be his absolutely.

ITEM VIII.

I give, devise and bequeath all my interest in the remaining real property in which I have an interest as a result of the Last Will and Testament of Anne F. Taber in Naples, North Carolina and all my interest in a beach house in Wrightsville Beach, North Carolina to such of my children as may survive me, in equal shares, per capita, to be theirs absolutely.

ITEM IX.

All the rest, residue and remainder of my said estate, both real and personal, wheresoever situate, and of whatsoever kind and nature I give, devise and bequeath to such of my children as may survive me, in equal shares, per capita, to be theirs absolutely.

ITEM X.

I hereby nominate, constitute and appoint Thomas Neel Taber as and for my Personal Representative, and I direct that he may so serve without first posing bond.

ITEM XI.

In the event that my personal representative should predecease me or be otherwise unwilling and/or unable to so serve, then I hereby nominate, constitute and appoint Anne C. Taber as and for my alternate personal representative, and I similarly direct that she may serve without first posting bond

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23 day of July, 2015.

William R. Taber, Jr.
William R. Taber, Jr.

SIGNED, SEALED, PUBLISHED AND DECLARED by William R. Taber, Jr. as and for his Last Will and Testament, in the presence of us, who, in his presence, at his request, have subscribed our names as witnesses:

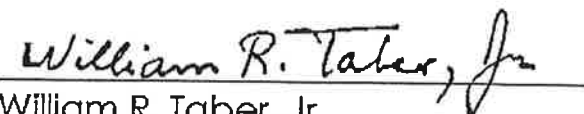
Sharon J. Johnson
Sharon J. Johnson

OF Greenville, SC

Amy C. Peahuff
Amy C. Peahuff

OF Greenville, SC

I, William R. Taber, Jr., the testator, sign my name to this instrument this 13 day of July, 2015 and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament, and that I sign it willingly, that I execute it as my free and voluntary act for the purpose therein expressed, and that I am eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.


William R. Taber, Jr.

We, Sharon J. Johnson and Amy C. Peahuff, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his Last Will and Testament and that he signs it willingly and that each of us in the presence and hearing of the testator, hereby signs this Will as witnesses to the testator signing

and that to the best of their knowledge, the testator is eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Sharon J. Johnson
Sharon J. Johnson

OF Greenville, SC

Amy C. Peahuff
Amy C. Peahuff

OF Greenville, SC

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Subscribed, sworn to and acknowledged before me by the testator, and subscribed and sworn to before me by Amy C. Peahuff and Suzanne Johnson witnesses, this 23 day of July, 2015.

[Signature]
NOTARY PUBLIC
My Commission Expires: 2/20/22

June 26, 2019

Mr. William Rhett Taber, Jr.
109 Lavinia Ave.
Greenville, SC 29601

**Re: Estate Planning
Our File No. 19-131**

Dear Mr. Taber:

Thank you for contacting Patterson & Associates, P.A. (the "Firm") to assist you with your estate planning needs. The purpose of this letter is to set forth the terms of our engagement as we are required by the South Carolina Rules of Professional Conduct to document the basis of our retention by you in connection with the above-referenced matter.

In consideration for the services to be performed by this Firm, the attorney's fees will be a flat fee payment in the amount of One Thousand (\$1,000.00) Dollars. Our representation will include preparation of the following:

- (1) **Last Will and Testament** – Thomas Neel Taber as Personal Representative and Ann C. Taber as Successor Personal Representative. Specific distributions as follows:
- a. House and lot located at 109 Lavinia Avenue, Greenville, South Carolina to Ann C. Taber;
 - b. Lot 1, Flat Rock, North Carolina to Thomas Neel Taber;
 - c. Lot 7, Flat Rock, North Carolina to Andrew Patton Taber;
 - d. Real property located in Naples, North Carolina to William Rhett Taber, III, Paul Kershaw Taber, Thomas Neel Taber, Robert Fishburne Taber, Andrew Patton Taber, and Ann C. Taber, in equal shares;
 - e. 1944 Allen's Lane, Wrightsville Beach, North Carolina to Robert Fishburne Taber;
 - f. 1924 Allen's Lane, Wrightsville Beach, North Carolina to Paul Kershaw Taber;
 - g. 25.930 acre tract, Shelton Road, Travelers Rest, South Carolina to William Rhett Taber, III;
 - h. 907 S. Lumina, Wrightsville Beach, North Carolina to Paul Kershaw Taber, Thomas Neel Taber, Robert Fishburne Taber, Andrew Patton Taber, and Ann C. Taber, in equal shares; and
 - i. One Hundred Thousand Dollars (\$100,000.00) to be divided equally, per stirpes, among William Rhett Taber, III, Paul Kershaw Taber, Thomas Neel Taber, Robert Fishburne Taber, Andrew Patton Taber, and Ann C. Taber.
- (2) **Durable Power of Attorney** – William Rhett Taber, III as Primary Agent, and Ann C. Taber as Alternate Agent;

1088 NORTH CHURCH STREET • GREENVILLE, SC 29601
TELEPHONE: (864) 329-0548 • FACSIMILE: (864) 239-3816
WWW.PATTLAWFIRM.COM

Mr. William Rhett Taber, Jr.

Page 2

June 26, 2019

(3) Health Care Power of Attorney – William Rhett Taber, III as Primary Agent, and Ann C. Taber as Alternate Agent; and

(4) Living Will – William Rhett Taber, III as Primary Agent, and Ann C. Taber as Alternate Agent.

In addition to our attorney's fees, you will incur additional costs for your estate plan (e.g. Register of Deeds recording fees, copy expenses, postage, etc.). We estimate that these additional costs in this matter will total approximately \$50.00.

We ask that you remit a retainer of One Thousand, Fifty (\$1,050.00) Dollars to our office at your earliest convenience. We will hold this money in trust and will withdraw monies from this account as services are rendered on your behalf.

Please acknowledge your acceptance of this agreement by signing where indicated on the copy of this letter and returning it to our office with the retainer funds.

Should you have any questions or concerns, please do not hesitate to contact me. We very much look forward to working with you.

Yours very truly,

PATTERSON & ASSOCIATES, P. A.



Jacqueline H. Patterson

JHP/lp

ACKNOWLEDGED AND AGREED TO:

William Rhett Taber, Jr.

DATE: _____

Exhibit D

JOHN W. HOWARD, III, Attorney at Law, 604 University Ridge, Greenville, SC 29601

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that I, **William R. Taber, Jr.** (hereinafter called "Grantor"), in consideration of Two Hundred Twenty-Two Thousand Seven Hundred Eighty-Eight and 75/100 Dollars (\$222,788.75) and satisfaction of indebtedness from Grantor to Grantees; to the Grantor in hand paid at and before the sealing of these presents, by **William Rhett Taber, III and Julia Kreager Taber** (hereinafter called "Grantees") in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto **William Rhett Taber, III and Julia Kreager Taber**, their heirs and assigns forever:

All that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as a 28.48 acre, more or less, tract on a survey entitled "Survey for William Rhett Taber, III and Julia Kreager Taber", prepared by Mac L. Chapman, Jr., RLS, dated October 23, 2014 and recorded in the R.O.D. Office for Greenville County, South Carolina in Plat Book 122, Page 0056, reference to which survey is hereby craved for a metes and bounds description thereof.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

DERIVATION: This being a portion of that certain property conveyed to the Grantor herein by deed of Andrew Patton Taber and William Rhett Taber, III as co-personal representatives of the Estate of Anne Cliburn Taber, which deed is dated August 10, 2004 and recorded August 12, 2004 in the R.O.D. Office for Greenville County, South Carolina in Deed Book 2102 at page 1752, and this is also a portion of that certain property conveyed to the Grantor herein by deed of Lewis T. Lockaby and Frances H. Lockaby by deed dated October 3, 1995 and recorded in the R.O.D. Office for Greenville County, South Carolina on October 4, 1995 in Deed Book 1624 at page 487.

TMS No.: 501.2-1-11 and 501.2-1 pt. 15

Grantee's Address: **2028 Fairview Rd. Raleigh, NC 27608**

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantees, their heirs and assigns forever. And the Grantors do hereby bind the Grantors and the Grantors' heirs or successors, executors and administrators to warrant and forever



2015082876

DEED Book: DE 2475 Page: 4740 - 4741

2 Pgs

October 26, 2015 01:45:28 PM Cons: \$222,788.75

Rec: \$10.00 City Tax: \$245.30 State Tax: \$579.80

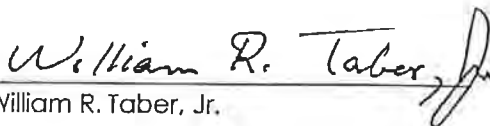
FILED IN GREENVILLE COUNTY, SC

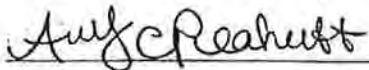
defend all singular said premises unto the Grantees and the Grantees' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantors' hands and seals this 15 day of July, 2015

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


WITNESS


William R. Taber, Jr.

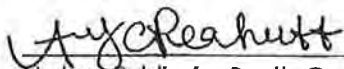

WITNESS

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made an oath that she saw the within-named William R. Taber, Jr., sign, seal and as their act and deed, deliver the within-written Title to Real Estate, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 15th day of July, 2015


Notary Public for South Carolina
My Commission Expires: 10-29-2018





FILED

JUL 13 2020

STATE OF SOUTH CAROLINA GREENVILLE COUNTY
PROBATE COURT IN THE PROBATE COURT

COUNTY OF GREENVILLE

CASE NO. 2019ES2301851

IN THE MATTER OF THE ESTATE OF
WILLIAM RHETT TABER, JR., deceased

WILLIAM RHETT TABER, III,

PETITIONER,

v.

ANSWER TO PETITION
TO CONTEST VALIDITY OF
LAST WILL AND TESTAMENT
OF DECEDENT

THOMAS NEEL TABER, as Personal
Representative of the Estate of William Rhett
Taber, Jr., THOMAS NEEL TABER,
individually, ANNE C. TABER, ROBERT
FISHBURNE TABER, PAUL KERSHAW
TABER, ANDREW PATTON TABER,
MICHAEL TYNDALL,

RESPONDENTS.

Respondent, Thomas Neel Taber, individually and as Personal Representative of the Estate of William Rhett Taber, Jr. ("Respondent"), files his Answer to the Petitioner's Petition to Contest Validity of Last Will and Testament of Decedent ("Petition") and would respectfully allege as follows:

1. Each and every allegation of the Petition is denied except as is hereinafter expressly admitted, qualified or explained.
2. Respondent demands strict proof of each and every allegation not admitted herein.
3. Paragraph 1 is admitted.
4. As to Paragraph 2, Respondent admits that William Rhett Taber, Jr. ("Decedent") died on July 16, 2019 domiciled in Greenville County, South Carolina at the date of Decedent's death, but alleges that Decedent was 92 years of age at his death.
5. Paragraph 3 is admitted.

6. Respondent admits the allegations contained in the first sentence of Paragraph 4. Upon information and belief, the addresses for the heirs of the estate disclosed on Exhibit A to the Petition are correct other than a scrivener's error in the zip code for William Rhett Taber, III.

7. Paragraphs 5 and 6 are admitted.

8. Respondent lacks sufficient information at this time to determine the veracity of the allegations contained in Paragraph 7.

9. Paragraphs 8 and 9 are admitted.

10. Paragraph 10 is denied. Respondent has priority to serve as Personal Representative of Decedent's estate pursuant to Section 62-3-203(a)(1) of the Code of Laws of South Carolina, 1976, as amended ("Code").

**RESPONDENT'S DENIAL OF FIRST CAUSE OF ACTION
MISTAKE OF FACT**

11. Paragraph 11 does not appear to require a response, but to the extent a response is required, Respondent denies the same.

12. As to Paragraph 12, Decedent executed his Last Will and Testament on July 23, 2015 (the "Will") before witnesses Sharon J. Johnson and Amy C. Peahuff.

13. Paragraphs 13 through 15 are denied.

14. As to Paragraph 16 of the Petition:

a. Respondent lacks sufficient information at this time to determine the veracity of the first sentence of Paragraph 16.

b. Respondent alleges that to the extent Petitioner loaned sums of money to Decedent, any and all sums transferred from Petitioner to Decedent were repaid in full during Decedent's lifetime.

c. Respondent alleges that Decedent made no promises to convey property to Petitioner in his Will and no written evidence of any such promise exists.

d. The remainder of Paragraph 16 is denied.

15. Paragraphs 17 through 19 are denied and Respondent demands strict proof thereof.

16. Paragraphs 20 and 21 are denied. Any dealings Decedent may or may not have had with attorneys after execution of the Will and prior to Decedent's death are wholly irrelevant regarding the validity of the Will, including but not limited to any letters.

17. Respondent admits so much of Paragraph 22 as alleges that Decedent died within one month of the date on the purported letter of Patterson & Associates, P.A. dated June 26, 2019 attached to the Petition as Exhibit C (the "Patterson Letter"). The remainder of Paragraph 22 is denied.

18. Respondent denies the prayer for relief contained in Paragraph 23 in its entirety. In the event this Court determines any mistake of fact occurred, this Court should exercise its discretion to reform the terms of the Will pursuant to the authority granted in Section 62-2-601(B) of the Code rather than invalidating the Will.

**RESPONDENT'S DENIAL OF SECOND CAUSE OF ACTION
UNDUE INFLUENCE**

19. Paragraph 24 does not appear to require a response, but to the extent a response is required, Respondent denies the same.

20. The first sentence of Paragraph 25 is admitted. The remainder of Paragraph 25 is denied and Respondent demands strict proof thereof.

21. As to Paragraph 26, Respondent admits that Decedent executed a deed to Petitioner in 2015 which was attached to the Petition as Exhibit D (the "Deed"). Respondent

alleges, and the language on the face of the deed confirms, that Decedent's debt to Petitioner was satisfied by execution of such deed.

22. Respondent admits so much of Paragraph 27 of the Petition as alleges that Decedent's family members were aware of a transaction related to the Deed. Upon information and belief, Decedent and Decedent's children (other than Petitioner) understood such transaction as satisfying any and all debt owed by Decedent to Petitioner.

23. Paragraphs 28 and 29 are denied.

24. As to Paragraph 30, upon information and belief John W. Howard, III was Decedent's attorney at the time the Will was prepared and executed. The remainder of Paragraph 30 is denied.

25. As to Paragraph 31, Respondent admits that Decedent's attorney, John W. Howard, III, prepared the Will pursuant to Decedent's instructions and that Decedent executed the Will before witnesses Sharon J. Johnson and Amy C. Peahuff. The remainder of Paragraph 31 is denied.

26. As to Paragraph 32, Respondent lacks sufficient information at this time to determine whether Respondent Ann C. Taber was living in Decedent's home. The remainder of Paragraph 32 is admitted.

27. Paragraph 33 is denied. Upon information and belief, Petitioner was involved in Decedent's contact with attorney Jacqueline Patterson.

28. Respondent lacks sufficient information at this time to determine the veracity of the allegations contained in Paragraph 34.

29. Paragraph 35 is denied.

30. Respondent admits so much of Paragraph 36 as alleges that Decedent did not execute a Last Will and Testament after Decedent's execution of the Will on July 23, 2015. The remainder of Paragraph 36 is denied.

31. Paragraph 37 is denied.

32. Respondent denies the prayer for relief contained in Paragraph 38 in its entirety.

FOR A FIRST DEFENSE

33. The Petition fails to state facts sufficient to constitute causes of action against Respondent and should be dismissed in their entirety.

FOR A SECOND DEFENSE

34. Petitioner's claims are barred by the doctrine of waiver and estoppel.

FOR A THIRD DEFENSE

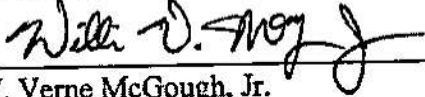
35. Petitioner's claims are barred by the equitable doctrine of unclean hands.

FOR A FOURTH DEFENSE

36. Respondent does not waive and reserves the right to raise any additional or further defenses as may be revealed by additional information that may be acquired in discovery or otherwise.

WHEREFORE, having fully replied to the Petition, Respondent prays that the Petition be dismissed with prejudice, that this enforce the Will as the valid will of Decedent, and grant Respondent such other relief as the Court deems just and proper, including attorneys' fees and costs associated with having to file this response.

MERLINE & MEACHAM, P.A.

By: 
W. Verne McGough, Jr.
S.C. Bar No. 74972
Merline & Meacham, P.A.
Post Office Box 115
Columbia, South Carolina 29202
T. (803) 814-0027
E. vmcgough@merlineandmeacham.com

Attorney for Respondent Thomas Neel Taber

Columbia, South Carolina
July 6, 2020

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF: GREENVILLE

FILED

JUL 13 2020

PROOF OF DELIVERY

IN THE MATTER OF:

ESTATE OF WILLIAM RHETT TABER, JR.
(Decedent)

**GREENVILLE COUNTY
PROBATE COURT**

CASE NUMBER: 2019ES23011851

On the 6th day of July, 2020, I mailed or delivered the following document(s):

Answer

- ☒ A copy of which is attached hereto and incorporated herein, or
☐ The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery ☒ ordinary first-class mail
☐ certified mail ☐ registered mail
☐ commercial delivery ☐ electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME	ADDRESS
Adam G. Lee, Esq.	Post Office Box 1923, Greenville, S.C. 29602
Mr. Robert Fishburne Taber	142 Loblolly Drive, Shones, N.C. 28512
Mr. Paul Kershaw Taber	907 S. Lumina Avenue, Wrightsville Beach, N.C. 28480
Mr. Andrew Patton Taber	2-A Hillside Drive, Greenville, S.C. 29607
Ms. Anne C. Taber	109 Lavinia Avenue, Greenville, S.C. 29609
Mr. Michael Tyndall	119 Converse Street, Greenville, S.C. 29607

SWORN to before me this 9th day of
July, 2020

Allison J. Randall
Notary Public for South Carolina
My Commission Expires: 02/02/2026

Signature: W. Verne McGough, Jr.
Print Name: W. Verne McGough, Jr.
Address: Post Office Box 115
Columbia, S.C. 29202
Telephone (Work): (803) 814-0027
(Home): _____
(Cell): _____
E-mail: vmcgough@merlineandmeacham.com
Attorney for the Personal Representative

Relationship to
Decedent/Estate:



STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF GREENVILLE

IN THE MATTER OF:

WILLIAM RHETT TABER, JR.

(Decedent)

CASE NUMBER: 2019ES2301851

WILLIAM RHETT TABER, III

Petitioner(s)

vs.

THOMAS N. TABER, Personal Representative of
The Estate of William Rhett Taber, Jr.

Respondent(s)

*PETITION FOR
ALLOWANCE OF CREDITOR CLAIM

FILED
JUN 17 2020
GREENVILLE COUNTY
PROBATE COURT

The undersigned petitions the Court to allow the following claims against the Estate in the amounts set forth below:

Creditor Name and Address

Amount of Claim

William Rhett Taber, III, 2028 Fairview Road, Raleigh, NC 27608

563,390.00

In support of this Petition, Petitioner incorporates the claim(s) referenced above as presented to the Court and alleges that each claim is valid and (i) was presented within the period for the presentation of claims as provided by law and/or (ii) any claim not yet presented is attached to this Petition and made a part hereof and is being presented within the period for the presentation of claim(s) as provided by law.

(Other:) _____

Executed this 17th day of June, 2020.

Signature: Adam G. Lee

Print Name: Adam G. Lee, attorney for creditor William Rhett Taber, III

Address: _____

Telephone (Work): _____

(Home): _____

(Cell): _____

Email: _____

Attorney: Adam G. Lee

Address: 1306 S. Church Street

Greenville, SC 29605

Telephone: 864-271-8171

Email: alee@dobsonlaw.com

***NOTE: THIS IS A FORMAL PROCEEDING. IN ADDITION TO A PETITION, YOU MUST ALSO FILE
A SUMMONS (FORM SCCA 401PC) AND PAY THE STATUTORY FILING FEE OF \$150.00.
A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.**

RECEIVED

JUL 27 2020

STATE OF SOUTH CAROLINA GREENVILLE COUNTY IN THE PROBATE COURT
PROBATE COURT

COUNTY OF GREENVILLE)

CASE NO. 2019ES2301851

IN THE MATTER OF THE ESTATE OF)
WILLIAM RHETT TABER, JR., deceased)

WILLIAM RHETT TABER, III,)

PETITIONER,)

ANSWER TO PETITION
FOR ALLOWANCE OF
CREDITOR CLAIM

v.)

THOMAS N. TABER, Personal Representative)
of the Estate of William Rhett Taber, Jr.,)

RESPONDENT.)

Respondent, Thomas N. Taber, as Personal Representative of the Estate of William Rhett Taber, Jr. ("Respondent"), files his Answer to the Petitioner's Petition for Allowance of Creditor Claim ("Petition") and would respectfully allege as follows:

1. Each and every allegation of the Petition is denied except as is hereinafter expressly admitted, qualified or explained.
2. Respondent demands strict proof of each and every allegation not admitted herein.
3. Respondent admits that William Rhett Taber, III ("Petitioner") filed a Statement of Creditor's Claim ("Claim") on April 14, 2020 for the repayment of alleged loans to Decedent in the amount of \$563,390.00.
4. Respondent admits to filing a Notice of Disallowance of Claim on June 5, 2020, due to lack of evidence proving the alleged debts were obligations owed by the Decedent at the time of his death.
5. Respondent denies the allegation that the Petitioner's Claim is valid and demands strict proof thereof.

FOR A FIRST DEFENSE

6. The Petition fails to state facts sufficient to constitute causes of action against Respondent and should be dismissed in their entirety.

FOR A SECOND DEFENSE

7. Petitioner's claims are barred by the doctrine of waiver and estoppel.

FOR A THIRD DEFENSE

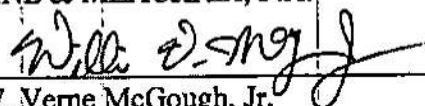
8. Petitioner's claims are barred by the equitable doctrine of unclean hands.

FOR A FOURTH DEFENSE

9. Respondent does not waive and reserves the right to raise any additional or further defenses as may be revealed by additional information that may be acquired in discovery or otherwise.

WHEREFORE, having fully replied to the Petition, Respondent prays that the Court assume jurisdiction of this matter, dismiss the claim of Petitioner in its entirety, and order such other and further relief as the Court may deem just and proper.

MERLINE & MEACHAM, P.A.

By: 

W. Verne McGough, Jr.

S.C. Bar No. 74972

Merline & Meacham, P.A.

Post Office Box 115

Columbia, South Carolina 29202

T. (803) 814-0027

E. vmcgough@merlineandmeacham.com

Attorney for Respondent Thomas Neel Taber

Columbia, South Carolina
July 20, 2020

STATE OF SOUTH CAROLINA

COUNTY OF: GREENVILLE

IN THE MATTER OF:

ESTATE OF WILLIAM RHETT TABER, JR. GREENVILLE COUNTY
(Decedent) PROBATE COURT

FILED

JUL 27 2020

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2019ES23011851

On the 20th day of July, 2020, I mailed or delivered the following document(s):

Answer to Petition for Allowance of Creditor Claim

- ☒ A copy of which is attached hereto and incorporated herein, or
☐ The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery ☒ ordinary first-class mail
☐ certified mail ☐ registered mail
☐ commercial delivery ☐ electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME	ADDRESS
Adam G. Lee, Esq.	Post Office Box 1923, Greenville, S.C. 29602

SWORN to before me this <u>22</u> day of July, 22, 20	Signature: <u>W. Verne McGough, Jr.</u>
<u>Allyson J. Randall</u> Notary Public for South Carolina	Print Name: <u>W. Verne McGough, Jr.</u>
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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS -
COUNTY OF GREENVILLE) PROBATE HEARING
DOCKET NO. 2019-ES-23-01851

In the Matter of:)
William Rhett Taber, III,)
Petitioner,)
versus)
Thomas N. Taber, Personal)
Representative for the)
Estate of William Rhett)
Taber, Jr.)
Respondent.)

H E A R I N G
BEFORE THE HONORABLE CHADWICKE GROOVER

DATE: February 12-14, 2024
LOCATION: Greenville County Probate Court
TRANSCRIBED BY: Natasha Barrientos

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24 (THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL
25 IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 THE COURT: Groover, I'm a probate judge for Greenville
2 County. Thank you for coming in on a rainy day. I'm sure we
3 all have places we'd rather be than the court. Mr. Lee, it's
4 good to see you.

5 MR. LEE: Good to see you.

6 THE COURT: Who do you have with you?

7 MR. LEE: Your Honor, this is Rhett Taber ---

8 THE COURT: Mr. ---

9 MR. LEE: --- Plaintiff in this matter.

10 THE COURT: All right. Thank you.

11 Mr. Taber good to see you.

12 Mr. McGough, good to see you, sir.

13 MR. MCGOUGH: You as well.

14 THE COURT: I haven't spoken or seen you in quite some
15 time. How are things in Columbia?

16 MR. MCGOUGH: They're -- they're going well.

17 THE COURT: Good -- good -- good. See your able counsel
18 with you here?

19 MR. MCGOUGH: Yes, sir. Yes, sir.

20 THE COURT: A local fellow. We like that. All right,
21 who do you have with you?

22 MR. MCGOUGH: This is Tom Taber.

23 THE COURT: Mr. Taber, good to see you. Thank you for
24 coming.

25 THE RESPONDENT: Thanks, sir.

1 THE COURT: Now I see a lot of folks in the courtroom.
2 Is -- are they all connected to this -- this case?

3 MR. MCGOUGH: Yes.

4 THE COURT: All right, good. That's fine. All right.
5 What do you want to tell me, Mr. Lee?

6 MR. LEE: Your Honor, before we begin with witnesses,
7 Mr. (inaudible) Opening statement, if this court will allow.
8 I think we can all agree that there's nothing more
9 disappointing than being misled and manipulated, but it is
10 compounded when it's done by your family. And, Your Honor,
11 we're here today based on a number of factors that we will
12 show to the court that the decedent's will in this case was
13 based on mistake and that my client's right inheritance was
14 reduced as a result of that. And we'll show the Court that
15 it should reform the will to compare to Mr. Taylor's true
16 intent, which we can also show. We believe that the Court
17 has the power to make and -- and -- and really the -- the
18 role to play to make sure that everyone's will and probate is
19 probated according to their true issues. And so we're here
20 today to make that happen. And I think the testimony will
21 show to this court that Mr. Taber through no fault of his own
22 was misled. He was manipulated in a manner that caused him
23 to take on beliefs that were untrue and make a decision that
24 he tried to correct, that he tried to fix, and unfortunately
25 was prevented from doing so by other parties. So, Your

1 Honor, that's why we're here and we believe evidence will
2 show that we have the court to make those adjustments as
3 we've pled for in our opening.

4 THE COURT: Thank Mr. Lee. Mr. McGough?

5 MR. MCGOUGH: Yes, sir. Your Honor, I think that we're
6 here for a couple of different things today. Mr. Lee only
7 described this mistake issue. We don't believe that the
8 decedent was mistaken at all. The decedent. You're going to
9 hear how a competent attorney prepare his will. He had
10 multiple meetings with him, he had every opportunity after
11 the will was drafted to go do a new one. You're going to
12 hear from multiple witnesses that the decedent was capable of
13 moving himself around, was -- wasn't under any undue
14 influence and had ample opportunity and knew several
15 attorneys that could draft a new will if -- if he so chose
16 and he chose not to. And that's what we believe the evidence
17 is going to show.

18 THE COURT: Thank -- thank you very much. All right,
19 Mr. Lee, call your first witness.

20 MR. LEE: Your Honor, we call John W. Howard.

21 THE COURT: Mr. Howard, you'll not need to be sworn in
22 as a member of the bar.

23 MR. HOWARD: Thank you, Your Honor.

24 DIRECT EXAMINATION

25 BY MR. LEE:

1 Q. How are you this morning?

2 A. Doing fine. Great.

3 Q. I think everybody knows you, Jack, but did you
4 just state your name for the record?

5 A. Sure. My name's John W. Howard, III. My friends
6 called me Jack.

7 Q. Thank you for being here. I know you live down in
8 Paul's Island now. I appreciate your ---

9 A. I do now.

10 Q. Yeah. What was your prior occupation?

11 A. Before I retired officially with the bar at the
12 end of November, 2023, I practiced law in Greenville from the
13 time I got out of the army in 1973 until that time.

14 Q. Okay. And how long have you been retired?

15 A. Since -- well, since November 30, 2023 officially.
16 But I moved to Bley Island in late June.

17 Q. And where did you go to college?

18 A. Presbyterian College.

19 Q. And law school?

20 A. University of South Carolina.

21 Q. And how long did you practice law?

22 A. Within a few months 50 years.

23 Q. And what -- during that time that you practiced,
24 what were your primary practice years? What did you focus
25 on?

1 A. I did a lot of family law. That was my primary
2 thing, but I did you know, I did a lot of probate work. And
3 I did, you know, some real estate closings. I had a general
4 practice, but I sort of knew where my limits were and you
5 know, stayed within.

6 Q. Okay. Did you do any estate planning?

7 A. I did some, yes.

8 Q. Okay. Would you -- what kind of estate planning
9 services would you provide to clients?

10 A. Oh, I did, you know -- I did relatively simple
11 wills. When things got where I saw they were going to be
12 beyond my skill limit, I -- constant work out to other people
13 who get more complicated where they were.

14 Q. Okay. And so would you -- would it be accurate in
15 saying that you really didn't do any complex estate planning?

16 A. No, I didn't do extremely complex.

17 Q. Okay. Did you do any tax planning or gifting?

18 A. No.

19 Q. Okay. Did you handle -- go ahead.

20 A. I'm sorry. I'm sorry.

21 Q. Did you handle any Medicaid planning or anything
22 of that?

23 A. No.

24 Q. Would you say that most of your clients involved
25 -- and estate planning clients, would you say that most of

1 those clients involved in preparation of simple wills,
2 durable power of attorneys, healthcare power of attorneys?

3 A. Yes.

4 Q. And how did you know that decedent? How'd you
5 know? And, Your Honor for your benefit there, my client is
6 William Rhett Taber. The decedent is William Rhett Taber, JR.
7 He's a third. I'm going to refer to him as Pop. Everybody
8 called him Pop. So I think just to help everybody along and
9 -- and understand, I think that's fine. How did you know
10 Pop?

11 A. I met Pop through -- let me go back. In -- in,
12 about 1975, I was practicing, in the office of an attorney
13 named Sidney J. And Sidney, was a member of, an
14 organization. I -- I don't know the name of it. Apparently
15 Pop and his wife were members of the same organization. They
16 had a -- a ball, a dance, a social, I don't know if it was
17 annual or what, but they had one. And I was invited to it
18 and I met Pop and I met Ms. Taber at that time.

19 Q. Okay. So what kind of legal services did you
20 provide Pop over the years?

21 A. Well, of course I did this will, I believe I did a
22 -- believe I did a durable power of attorney. I think I
23 prepared a healthcare power of attorney. I'm not absolutely
24 sure, whether I did real estate closings for him or not. I
25 just don't remember independently.

1 Q. Okay. But you may have.

2 A. I may have.

3 Q. Okay. Okay. Did Pop own and distribute a lot of
4 real property? Did -- was that something that was part of
5 his life?

6 A. I think that Pop owned or had an interest in
7 numerous parcels of real property. I -- what he did with
8 them, you know, which ones replaced others? I don't know. I
9 -- I -- I saw Pop less in the years that followed after I
10 first met him than I did toward the latter years of his life
11 when I saw him more.

12 Q. During those latter years. Did -- were there
13 other people that you talked with besides Pop on behalf of
14 issues that concerned Pop? Did you deal with any of his
15 children?

16 A. When Pop got older and I think Pop felt a need to
17 put his affairs in order, if you will. I met and began to
18 see his son Tom you know, at a more frequent rate.

19 Q. Okay. Of Pop's -- of Pop's children. Was Tom the
20 one that you felt like you primarily dealt with in regards to
21 assisting in preparing Pop's estate plan?

22 A. Yes, I had met -- I mean I had met all of - all of
23 Tom's, I'm sorry, all of Pop's, I beg your pardon. All of
24 Pop's children. I'm not -- I -- I think there's one named
25 Mr. Fishburn and I'm not sure that I ever met him earlier on.

1 I -- and I -- I'm not certain I've ever met him.

2 Q. Okay.

3 A. But I know his, you know -- I only know his name.
4 The other siblings I had met just in a friendly way.

5 Q. But was Tom; I guess the primary one that you
6 dealt with in regards to trying to assist Pop in his estate
7 plan? Or did you deal with the other ones as well?

8 A. No, Tom would've been the one.

9 Q. Okay. I believe I know the answer. Did you ever
10 represent Tom in any capacity individually?

11 A. I can't remember exactly. I may have done a real
12 estate closing for Tom but I may not have. I may -- I -- I
13 believe I did a will and, you know, healthcare POA and a
14 durable POA for Tom and his wife, but I'm not 100 percent
15 certain about that.

16 Q. Okay. Did you ever meet with Tom or have any
17 conversations with Tom privately in regards to Pop's
18 business, Pop's estate plan?

19 A. I don't remember them.

20 Q. Okay. Did you ever receive emails from Tom
21 containing documents saying, here's some information for
22 Pop's estate plan, anything like that?

23 A. There was produced at -- at some point in this a
24 spreadsheet worksheet, whatever you want to call it. I don't
25 know this for absolute certain, but I believe Tom probably

1 prepared that. And there were a couple of occasions where I
2 met with Pop and Tom and that spreadsheet was used at that
3 time.

4 Q. Okay. If Tom testified that he did prepare that
5 spreadsheet, would you disagree?

6 A. Well, I wouldn't know for certain, but if he -- if
7 he told me he did, I would believe it.

8 Q. Okay. You just testified that you did maybe
9 receive some emails from Tom in which he provided this
10 spreadsheet. I'm going to show you some documents. I'm
11 going to -- bear with me. Too much paper. Do you recognize
12 those documents?

13 A. Yes, I do.

14 Q. Okay. And I'm -- am I correct in stating these
15 are documents that were contained in your file that were
16 subpoenaed and that you kindly provided to my office?

17 A. Yes. And in fact, at the top there's handwritten
18 Taber file or just Taber and that was just a note from me of
19 paralegal to put that in Mr. Taber's file, Tom's file.

20 Q. All right. So you recognize those documents to be
21 documents that were contained in your file in Mr. -- or in
22 Pop's file in your estate -- in his estate planning file. Is
23 that correct?

24 A. Yes.

25 MR. LEE: Okay. Your Honor, I would move these to be

1 entered as Exhibit A, Petitioner's Exhibit A.

2 THE COURT: Any objection? They're so admitted as
3 Petitioner's Exhibit A.

4 (Petitioner's Exhibit A was admitted into evidence.)

5 BY MR. LEE:

6 Q. Can you tell the court what that -- that first
7 page is?

8 THE COURT: Just one second. I'm just doing.

9 THE REPORTER: I'll mark it later. Thank you, Judge.

10 THE COURT: All right. You may -- you may proceed.

11 BY MR. LEE:

12 Q. Jack, can you just genuinely describe what that
13 first page is, what it entails?

14 A. Well, the first page appears to be an email that I
15 received from Tom Taber in which he sent me a list of Pop's
16 properties and said that he'd like to meet with me, very
17 briefly describe you know, what Pop -- what Pop owned. It's
18 hard for me. I called him Bill the whole time, but -- but at
19 any rate, what -- what Pop owned. And so I forwarded that to
20 my paralegal and then he sent me a second email, sorry, the
21 first one was dated January 26, 2015. The second was dated
22 the same date. And he, you know -- he said again that he'd
23 like to meet and asked -- asked some questions about
24 specifically about a trust. And the third was this
25 worksheet. There was two or three pages.

1 Q. Okay. So on the accurate stating, these were
2 spread sent to you to list out Pop's properties?

3 A. Yes.

4 Q. And some specifics in regards to Pop's -- Pop's
5 estate plan that they wanted to discuss with you. Is that
6 correct?

7 A. Yes, that's correct.

8 Q. Jack, I'm going to show you another document just
9 to talk about them at the same time. Do you recognize that
10 document?

11 A. Yes, I do.

12 Q. And what is that document?

13 A. That's the last will and testament of William R.
14 Taylor, Jr. The decedent in this action. And I prepared that
15 testimony.

16 Q. Okay. Is that the -- the -- the last one
17 testament that you're providing you prepared a Mr. Taber a
18 Pop sign?

19 A. Yes.

20 MR. LEE: Your Honor, I move to have this entered as
21 Petitioner's Exhibit 2.

22 THE COURT: Any objection?

23 MR. MCGOUGH: Nope.

24 THE COURT: No objection. It's admitted as Exhibit 2.

25 (Petitioner's Exhibit 2 was admitted into evidence.)

1 THE COURT: Give us a second to mark the document.

2 BY MR. LEE:

3 Q. All right, Jack, what I'd like to do -- and I
4 don't want to complicate things, but I want to compare the
5 last will and testament to page three of that spreadsheet. I
6 am not going to ask you some specific questions. Just tell
7 me when you're ready.

8 A. I'm ready.

9 Q. Okay. Under the spreadsheet on that, who is to
10 receive 907 South Aluminum?

11 A. Let me make sure I'm looking at the same page.
12 Okay. You want my handwriting? I'm sorry. Who was to
13 receive ---

14 Q. Who -- who was to receive 907 South Aluminum?

15 A. It -- it -- it was to be devised one third to Paul
16 Taber, one third to Tom Taber, one third to Ann Taber.

17 Q. All right. Now, Jack, if you'll look at the --
18 the last one of testament that you have, look under item six
19 and tell the court who is to receive 907 South Aluminum under
20 that commission.

21 A. Paul Kershaw Taber, Thomas Neil Taber, and Ann C.
22 Taber.

23 Q. Would you agree with me that that matches up with
24 this spreadsheet?

25 A. Yes.

1 Q. Under the spreadsheet, who was to receive 1944
2 Allen's Lane?

3 A. 1944 Allen's Lane was to -- it's Bob. I don't
4 know if that's Robert, but Bob I guess.

5 Q. And can you look under the will, who was to
6 receive that under the will?

7 A. Robert Fishburn Taber.

8 Q. Okay. And do you agree that that's Bob Taber?

9 A. Probably yes.

10 Q. Do those - does that match up with the
11 spreadsheet? Do the will and the spreadsheet match up in
12 regards to that distribution?

13 A. Yes.

14 Q. Okay. And who was to receive flat Rock Lot seven
15 under the -- under the spreadsheet?

16 A. Rhett Taber.

17 Q. Okay. Look at item four under the will. Who
18 receives it under the will?

19 A. William Rhett Taber III.

20 Q. Again, do you agree that matches the will and the
21 spreadsheet correspond with each other?

22 A. Yes.

23 Q. Lot one, flat rock lot one. Who has to receive
24 that under the spreadsheet?

25 A. Under the spreadsheet, Caroline Taber.

1 Q. Okay. And under the will, under item three, who
2 has to receive lot one?

3 A. Caroline Eleanor Taber.

4 Q. Okay. All who was to receive 109 Levine, I may
5 mispronounce this. Lavina, who was to receive that under the
6 spreadsheet?

7 A. Under the spreadsheet Lavina Avenue was to go to
8 Caroline Taber, Ann Taber, and Tom Taber.

9 Q. Okay. And under item two of the last will
10 testament who receives 109 Lavina Avenue?

11 A. I might add when I said Caroline Ann and Tom, Ann
12 and Tom on the spreadsheet are added and that's in my
13 handwriting.

14 Q. Okay. Under -- under item two, who receives that
15 distribution?

16 A. Those same three people.

17 Q. Again, just to make it easy. That correspond --
18 the will corresponds with the spreadsheet, correct?

19 A. Yes.

20 Q. And last one, I'm sorry, for the cumbersomeness,
21 under the spreadsheet it says Rock Grandma's Naples/Fletcher.
22 Who was to receive that?

23 A. Pat Taber.

24 Q. Okay. Item seven under the will. Who was to
25 receive that very same place?

1 A. Andrew Pat Taber.

2 Q. Okay. So Jack, just to sum things up, would you
3 agree with me, and I'm not trying to trick anybody, this
4 spreadsheet, including your handwritten notes, matches up
5 perfectly with the last will and testimony.

6 A. As to those pieces of property.

7 Q. As to those pieces?

8 A. Correct.

9 Q. Okay. Would you agree with me that if that
10 spreadsheet, any of those three pages contains information
11 that is inaccurate, whether for any reason, do you agree with
12 me that if you base a decision on that spreadsheet that a
13 mistake could have happened?

14 A. Would you rephrase that question please?

15 Q. Yeah, sure.

16 A. I want to make sure I give you correct answer.

17 Q. Sure. Well -- and I'll ask you this even simpler.
18 If you base a decision on incorrect information, is the
19 resulting decision likely to be a mistake?

20 A. It could be.

21 Q. Just to clarify, you didn't prepare those
22 spreadsheets?

23 A. No, I did not prepare the spreadsheet.

24 Q. And to the best of your knowledge, unless he
25 testifies differently, Tom prepared those spreadsheets.

1 Correct?

2 A. Probably at least someone other than me.

3 Q. Okay.

4 A. And I don't believe that Pop had the technical
5 ability to do that.

6 Q. I -- no, I don't -- I don't think he would've been
7 able to do it then. But -- but you wouldn't disagree with me
8 that Tom sent you those spreadsheets, would you?

9 A. Yes, he did.

10 Q. So he did send them to you, correct?

11 A. Yes.

12 Q. And told you that he wanted to meet with you about
13 them, correct?

14 A. Yes.

15 Q. Obviously you met with him and Pop?

16 A. Yes.

17 Q. Decisions were made based on this spreadsheet to
18 draft this last will and testament?

19 A. Yes. It was a -- in fairness, it was a -- it was
20 a little more -- a little more complicated than that in that
21 and that not every time I met with Pop, I met with Tom. And
22 there were multiple drafts, a few drafts of Pop's will that
23 we did before Pop signed the will that you gave me.

24 Q. Okay.

25 A. I don't know if it's in evidence or not, but ---

1 Q. But would you -- I -- I haven't seen those
2 documents, but would you agree though that ultimately the
3 will that he signed matches that spreadsheet?

4 A. As to those ---

5 Q. As to those properties?

6 A. Yes.

7 Q. Okay. And going back to my -- my general
8 question, Jack. And if -- if - if any client -- if Pop
9 believes something that was untrue and he made an adjustment
10 in his estate plan, is that something that you think should
11 be corrected?

12 A. It is very hard for me to answer. I -- I worked --
13 I -- I -- I -- let me answer you this way. I'd known Pop for
14 a very long time as both a friend and a client. Pop wrestled
15 and wrangled mentally and emotionally with how he was going
16 to divide and distribute his properties. He wound up with
17 the will that he executed. Pop very much wanted to be fair,
18 and I think more than he wanted his concern with numbers, but
19 it -- it -- I mean it was clear to me that Pop knew what he
20 owned. He had a method to distribute it and he did.

21 Q. All right. Look, let me ask you a question. So
22 if it was clear to Pop that he knew what he owned and some of
23 these properties on these spreadsheets actually belonged to
24 him and always had. Do you really think Pop knew what he
25 owned?

1 A. I think he would've been mistaken as to those.

2 Q. Okay. Again, there's a mistake. Potentially we
3 would have testimony of that, but if there -- if someone
4 makes a mistake in reducing someone's inheritance again, do
5 you not agree that if that mistake is found and discovered
6 that their estate plan should be modified to go towards the
7 true intention of that person?

8 A. I think it could be. I think it could be up to
9 the descendant.

10 Q. Okay. Would you be concerned if this spreadsheet
11 that -- and again, Tom divided this, but if -- if -- would
12 you be concerned if it contained properties on there that
13 were purchased from a third party by my client?

14 A. If I had known that, yes, that would concern me.

15 Q. All right. Did you ever do any research to
16 determine, not that you should have, but whether these
17 properties were truly owned by Mr. Pop?

18 A. No.

19 Q. If the spreadsheet well let's -- let's look
20 through this. The page -- and I'm going to refer to page
21 one, two, and three. So page one of the spreadsheet, let's
22 look at the spreadsheet. It says Pop's properties at the top
23 or Pop properties.

24 A. Yes.

25 Q. What was your understanding that this list of

1 properties entailed?

2 A. I assume when I received this document that this
3 was a list of properties that were related to Pop's family
4 some of which he owned, some of which he noted on there that
5 other people in his family owned.

6 Q. Okay. That first column that says owner, do you
7 see that?

8 A. Yes.

9 Q. So every property that has Pop is the owner. Would
10 you assume that Pop owned that property?

11 A. I did.

12 Q. Okay. Do you believe that when Pop looked at this
13 and made his estate planning decisions that he could have
14 relied on the fact that he thought he owned that property?

15 A. I-- I think that he did.

16 Q. Okay. Did anyone ever -- I know it wouldn't be
17 your job. Did Tom ever say, I went out and verified these
18 are Pop's properties? I mean, who verified this?

19 A. I never heard Tom say that.

20 Q. Okay.

21 A. To be honest with you, I assumed that the
22 spreadsheet was accurate.

23 Q. And you wouldn't have any reason not to?

24 A. No, I -- I didn't have any reason.

25 Q. Okay. How much debt -- if you looked down it says

1 Pop's debt, how much debt does it say Pop of rent?

2 A. \$210,000 plus \$42,758 plus interest for a total of
3 340,000 bucks.

4 Q. Okay. Do you recall, and I know we've talked
5 about it before, but do you recall a transaction in which Pop
6 transferred, and I'm going to round 28 acres, I think it's --
7 is it Barn Bellevue Road?

8 A. Bellevue School Road.

9 Q. Right. Do you recall a transaction where Pop
10 said, I'm going to transfer you 28 acres Rhett and I'm going
11 to satisfy all this debt?

12 A. I remember a conversation between he and Rhett
13 regarding that.

14 Q. Okay. And did that transaction take place?

15 A. As I remember, and this is a long time ago I mean
16 almost 10 years ago as we're as we're here I remember that
17 Rhett was represented by an attorney who was in Raleigh,
18 North Carolina. And perhaps one in the Hendersonville of
19 North Carolina area. Not certain about that, but I think
20 that those people may have prepared those documents. I don't
21 recall our office preparing out of the promissory note or the
22 deed and -- but we may have.

23 Q. Okay. I'll show you this. You recognize that
24 document?

25 A. Yes. Thank you. That ---

1 Q. It's been a long time, I know.

2 A. Well, we don't like paper, but it does help
3 sometimes. I -- yes, this is a deed. It's a -- it was
4 recorded from Pop to William Rhett Taber, III and Julia
5 Craiger Taber, who I assume is his wife. For two 8.48-acre
6 tract that was on -- on Bellevue School Road, which is just
7 north of Travel Crest. I actually -- oddly enough, I lived
8 on Bellevue School Road at that time.

9 Q. And did you prepare that deed?

10 A. Yes, I did.

11 MR. LEE: Okay. Here this into as the Petitioner's
12 Exhibit 3, Your Honor.

13 THE COURT: Any objection?

14 MR. MCGOUGH: No, Your Honor.

15 THE COURT: No objection. It's admitted as petitioner's
16 Exhibit 3. Give court just a minute. You may to proceed.

17 (Petitioner's Exhibit 3 was admitted into evidence.)

18 BY MR. LEE:

19 Q. So now that you've been able to look at the deed,
20 would you agree that it was Pop's opinion that after he
21 transferred this property to Rhett, that that \$340,000 debt
22 no longer existed? He didn't owe him anything?

23 A. I do agree with that. There's a -- and as a
24 sidelight to that like a lot of people do in these type
25 transactions, Pop thought he slightly overpaid. I'm sure

1 that your client thought that he probably slightly overpaid,
2 but those two gentlemen were able to strike this deal. There
3 was a meeting of most, if not all the family. They -- there
4 may have been one or two of them, the large family, it took
5 place in my office in my conference room because my office
6 wouldn't hold everybody. And so we went in the conference
7 room and everybody stated their opinions and I believe it was
8 there that Pop and Rhett Taber negotiated.

9 Q. Okay. But I guess I -- I -- just make sure I'm
10 clear. Rhett got these 28 acres. 28, I'm sorry, 28.48 acres
11 and Pop no longer owe -- owed Rhett that \$340,000.

12 A. I -- I -- I believe that was their understanding.

13 Q. Yes, that was the consideration for that transfer?
14 Yes?

15 A. Yes. I'm sorry.

16 Q. No -- no, I just -- just making sure we're all
17 clear. All right. You mentioned an overpayment that Pop may
18 have thought he had made an overpayment and I think there
19 will be testimony to show that people told him he made an
20 overpayment. But this goes back to my -- my prior question
21 and -- and really I -- I'm not trying to confuse anything.
22 If Pop reduced Rhett's inheritance based on the belief that
23 he had made an overpayment in this transaction, in other
24 words that the \$340,000 debt that Rhett satisfied was less
25 than the value of the property. If that was wrong, do you

1 think that that was a mistake? Do you think reducing Rhett's
2 inheritance would've been a mistake?

3 A. I think -- I think you could view it that way,
4 yes. I -- I -- I will tell you as Pop's attorney at that
5 time, there were a lot of other factors that went into Pop's
6 decision to distribute his property the way he did.

7 Q. Okay. If there was testimony to say that Rhett --
8 I'm sorry, Pop based Rhett's reduction of the -- reduction of
9 Rhett's inheritance solely on the overpayment, the
10 questionable overpayment, that was it. And that's proven to
11 be wrong. There's no overpayment. Do you agree that would
12 be a mistake?

13 A. Assuming that he wanted to divide and distribute
14 everything equally.

15 Q. Okay.

16 A. Yeah.

17 Q. Okay. So would it be accurate, Jack, that you
18 relied on the information provided, and I'm not going to say
19 Tom will find out later, but whoever provided that
20 spreadsheet whatever, that's the information that was relied
21 on to prepare these estate planning documents?

22 A. Yes. That and discussions with the client, Pop.

23 Q. If Pop believed properties listed in this
24 spreadsheet were worth more or less than their actual value
25 and he's making decisions based on that, could that result in

1 a mistake?

2 A. That could have been a mistake by Pop as to the
3 value of them. Again, I don't think Pop's concern
4 particularly in this last draft, was he -- I mean, he was
5 concerned about money and value, but I don't think that was
6 his primary concern. His primary concern was fairness
7 between his children. He really anguished over that.

8 Q. Okay. So if Pop tried to amend his estate plan to
9 make it fair after this will, do you think Pop could have
10 recognized that there was a problem with the one that was
11 produced at your office? Not that you produced a problem,
12 but something he identified?

13 A. He might have. I -- I wouldn't have any way to
14 knowing, but he would theoretically have the ability to do
15 that.

16 Q. Okay. Let's look at page two of this spreadsheet.
17 What -- what's the purpose of listing Rhett Allen Properties
18 to you? And what is that? Do you know what that is?

19 A. I -- I'm assuming that this single sheet of paper
20 is to show what thing Rhett Taber owned.

21 Q. And by Rhett Taber we're not talking about Pop
22 right? We're talking about my guy.

23 A. Yes, your client.

24 Q. Okay. And what would be the purpose of listing my
25 client's properties on a spreadsheet that was going to be

1 utilized to create Pop's estate plan?

2 A. I don't know. I -- I can tell you, I -- I -- I've
3 spent almost no time looking at this piece of paper. The
4 first sheet and the last that I wrote on are the two that I
5 primarily looked at. I'm a little surprised I didn't write
6 on the first one, but I -- I -- I -- I mean this was not
7 terribly interesting to me because it didn't involve anything
8 that Pop would've left to anybody.

9 Q. Well, let me ask you this. Take a -- take a look
10 and -- and all the time you need underneath on the second or
11 two thirds bottom of that page where it says Rhett's land
12 rates, does that appear to be situations in which they're
13 trying to swap properties around to satisfy debts owed to
14 rent by Pop? Let me rephrase it. Is -- do those scenarios
15 appear to be maybe possible options for Pop to satisfy his
16 debt to Rhett and maybe for Rhett to buy some additional
17 property?

18 A. Yeah. The discussion at the -- at the time at --
19 at -- at the meeting that most all or most of the family was
20 present. The situation was that Pop was older. He was
21 probably in his eighties at that time. I don't know exactly.
22 And Pop had become -- I mean, Pop's wife had died and Pop had
23 become, I mean, sort of cash poor, but he had land. And the
24 way that Pop -- the only way really that Pop could satisfy
25 obligations was by exchanging land for the satisfaction of

1 the debt.

2 Q. Okay. If you don't mind looking at, look at all
3 four of those scenarios and tell me how much does each
4 scenario say that Pop owed Rhett?

5 A. I'm sorry, how much of the ---

6 Q. How much did Pop owe Rhett in each one of those
7 scenarios? How much does this say?

8 A. 340,000 bucks.

9 Q. And that's the same amount that was on the front
10 page?

11 A. Yes.

12 Q. Okay. And that's the same debt, the 340,000 that
13 was satisfied by that 28.48 acres?

14 A. Assumedly. Yes.

15 Q. Okay. Jack, I -- I -- I'm going to ask you this,
16 and this is really an opinion. This is just nothing to do
17 with Pop. If you as an individual thought that one of your
18 children had cheated you or taken advantage of you, would
19 that affect your decision in an estate plan?

20 A. It might. I -- it -- I'd have to -- I'd have to
21 know what, you know -- how they cheated me, what the factors
22 were.

23 Q. And again, personal opinion if Rhett's reduced
24 inheritance is found to be based on a lie, and without that
25 lie being there, Rhett's inheritance would've been the same

1 as his brothers and sisters. Do you think that's a mistake
2 that the court should reform?

3 A. Assuming that Pop wanted to divide and distribute
4 his assets equally? Yes, it could be.

5 Q. And I'm going, one follow up question. You've
6 answered this already, I just want to make sure I understand.
7 Because there's lots of questions about this 28.48 or
8 something. Is that near your residence? Do you live near
9 that actual property?

10 A. Yes. As you turn off Highway 25 North is, if
11 you're going to Asheville this parcel of property, we come
12 before my house did. I lived about a mile on down the road,
13 but went by it essentially every day as I went home.

14 Q. Okay. But after -- after this deed right here,
15 after the deed, you did here, Rhett owns 28.48 acres out
16 there and Rhett can't collect that 340,000. Correct?

17 A. I -- I -- I believe that was the understanding
18 between those two gentlemen.

19 MR. LEE: No further questions, Your Honor.

20 CROSS-EXAMINATION

21 BY MR. MCGOUGH:

22 Q. You testified a few minutes ago that you started
23 practice in the seventies and that you met Pop somewhere
24 around the mid-seventies and that you knew him from the
25 mid-seventies until sometime close to his death, correct?

1 A. Yes.

2 Q. Until this matter with the estate plan that you
3 drafted for him, had you done any other legal work for Pop?

4 A. If I did, it was very small and very sporadic, and
5 I don't even recall that I did.

6 Q. Okay. How many wills have you drafted during your
7 career?

8 A. Oh many.

9 Q. Many hundreds. More than a thousand, what?

10 A. More than a thousand.

11 Q. More than a thousand. Okay. So it would be fair
12 to say that you have significant experience drafting wills?

13 A. Yes.

14 Q. Did you draft wills that had specific
15 distributions of specific assets to different individuals?

16 A. Yes.

17 Q. Okay. Many times?

18 A. Yes.

19 Q. Would you say many times?

20 A. Yes. Yes.

21 Q. Would you deem that to be complex?

22 A. Gosh, I -- I -- I've been practicing so long
23 though. It -- it didn't seem overly complex to me, but it
24 was not the, you know, the standard husband, wife will all
25 each other you know, upon death of the children of equal

1 shares. It -- it was a little more complicated than that,
2 but not much more.

3 Q. And these standard wills, everything, the spouse
4 remainder equal to kids, these really simple wills. How many
5 of those have you drafted?

6 A. Many -- many.

7 Q. Would that be a majority of the wills that you've
8 drafted in your career?

9 A. Probably more than any other, yes.

10 Q. Okay. So if a client asked you to draft a will
11 that said, I want everything to go equally to my kids, you
12 could have drafted that?

13 A. Yes.

14 Q. And if a client asked you to draft a will that
15 said, I could everything it would to my kids, but I've got
16 this one situation over here where there's been some debt and
17 -- and some numbers that we'll get into. You could have
18 drafted that?

19 A. Yes.

20 Q. Okay. When you held -- held meetings to sign
21 wills, and I'm not talking about Pop, I'm talking about all
22 your clients. When you had held signing conferences were
23 there -- who -- who was typically present at your signing
24 conferences?

25 A. The people in my office who were going to serve as

1 witnesses for the will. And usually only the parties, if it
2 was a husband and wife, those -- those people. I would
3 occasionally get someone who was elderly and they would be
4 brought there by a friend. And I, you know, I generally said
5 to the friend, would you please step out in the lobby and,
6 you know, sit there while these documents are signed? And
7 sometimes the elderly person that we -- we all see will say,
8 oh no, I -- I know her very well. She's welcome to sit here.
9 But, you know, I would give that the chance always to sit
10 with me privately.

11 Q. Do you recall anyone else other than a paralegal
12 or a secretary from your firm being present in the meeting
13 where Pop signed his will?

14 A. No. In -- in fact, let me -- let me go one step
15 further. We had had a lot of meetings about this Will, when I
16 say a lot, I mean -- and we probably did three or four drafts
17 of this will. Pop was a wonderful man, a perfect gentleman,
18 but he -- but he didn't do email. So if Pop said, I want you
19 to change something from this to this, we couldn't email him
20 the change and say, you know, call us or does this look
21 right, or -- so we had to call him on the telephone and tell
22 him the draft was ready and Pop would come by and look at it
23 and he would either be satisfied to some parts or he'd can
24 tell us other changes that he wanted make. And -- and so we
25 had to work that way with Pop, it was a little bit

1 antiquated, but, you know, we did it what had to be done.

2 Q. Okay.

3 A. And -- and since that happened, Pop came to the
4 office almost exclusively by himself last time.

5 Q. During these review meetings?

6 A. Yeah.

7 Q. Okay. And so you -- you testified a few minutes
8 ago that -- that my client, Tom was present at some of these
9 meetings.

10 A. He was.

11 Q. All right. But it's your testimony that you met
12 with Pop how many times where Tom was not present at these
13 meetings?

14 A. Wow. I would say 4, 5, 6. I -- I was -- in fact,
15 I was in fact kind of laughing at myself when I look back
16 through the documents that I think you sent me. And I
17 appreciate you gentlemen sending me these things. I saw -- I
18 saw how small my bill to Pop was for doing this work, but I
19 remembered that we had been billing Pop for work we had done
20 along on a monthly basis. So that's why that bill was really
21 low.

22 Q. Because I want to focus just for a minute on these
23 meetings that you had where Tom wasn't present during the --
24 the scope of the meetings that you had, did those meetings
25 were they toward the beginning of the process or the middle

1 or the end, or were they kind of sprinkled throughout all of
2 the meetings that you had with Pop?

3 A. They were sprinkled, but they were -- they were
4 more toward the end.

5 Q. So you were meeting more with Pop without Tom
6 present toward the end before he signed his will and your
7 meetings with Pop and Tom were more toward the beginning of
8 the engagement?

9 A. Yeah. I -- I would say the spreadsheet was a good
10 way to get started.

11 Q. When did you -- when did you receive the
12 spreadsheet? You can refer to your exhibits if you still
13 have them?

14 A. Looks like January 26, 2015.

15 Q. Do you recall when he got you started?

16 A. No, I don't. I -- I really don't independently.

17 Q. Okay. Did -- did Pop ever tell you that his
18 daughter Ann was pushing him to make a new will?

19 A. No.

20 Q. At these meetings where Tom wasn't -- where he was
21 not present, did you ever, you didn't see him at all. You
22 didn't see him in the parking lot, you didn't -- he didn't
23 bring Pop in?

24 A. No. Pop drove for, I think, as long as I knew it.
25 I think. And -- but I, you know, I would see, I would see

1 Pop to the door and shake his hand and by that time we'd be
2 talking about something else other than his will. It might
3 be, you know, baseball or the Super Bowl or whatever. And I'd
4 pat him on the back and I'd just, you know, see him out the
5 door. And I didn't see, you know, Tom out in the parking lot
6 or sitting in the car. I don't believe that he was present.

7 Q. Okay. And how -- how -- how did he schedule
8 meetings? You said he doesn't do email, so he's calling your
9 office to schedule meetings?

10 A. He would call or we would call him.

11 Q. Do you ever remember anybody else making an
12 appointment on his behalf?

13 A. I don't remember it.

14 Q. Okay. At any of these meetings with Pop did any
15 of the kids indicate to you that he should distribute his
16 assets in a specific way?

17 A. No. There -- there were at this -- at this larger
18 meeting that in involved most, if not all, the family that
19 took place in my conference room, most of the children of Pop
20 gave their opinion and their ideas about how things should be
21 handled. Both prior to Pop's death and after. Sometimes
22 those conversations got a little heated. Sometimes they were
23 calm, you know, brother sister things there. I mean, as an
24 example, there was some property that was, I believe at
25 Riceville Beach or at the beach somewhere. And it -- it

1 seems to me that Pop -- you know, some people used it more
2 than others and Pop it -- it was important to Pop that it got
3 to those people that used it. I mean, Pop was -- mean Pop
4 considered a lot of factors before he executed the will that
5 he did.

6 Q. Did you ever hear Tom tell his father that Tom
7 didn't care what he did with his assets?

8 A. I did hear that.

9 Q. Did you ever hear him tell his father to do
10 whatever he wanted to with his assets?

11 A. Well, Tom and I both kind of tag teamed Pop. I
12 remember this. And tag team Pop one time and said, and I
13 said to him, excuse me for not using Pop, but I said, bill,
14 you know, this is your property. You know, you do with it
15 what you want. You have no obligation to make any of these
16 people happy. But that was his -- that was his great desire
17 to do that.

18 Q. I want to talk for just a minute about the
19 spreadsheet. So if you would grab ---

20 A. Sure.

21 Q. --- grab that.

22 A. I have it.

23 Q. So you would've, to your memory, first seen this
24 spreadsheet somewhere in late January of 2015?

25 A. Yes.

1 Q. And do you recall when the will was executed?

2 A. Give me a second. Let me look. July 23, 2015.

3 Q. Okay. So there was a seven-month gap.

4 A. Yes.

5 Q. Six-month gap, excuse me. Between you first
6 seeing this spreadsheet and the will be assigned.

7 A. Yes.

8 Q. During which you've testified there were numerous
9 meetings.

10 A. Yes.

11 Q. Some with Tom present, some with Tom.

12 A. Correct.

13 Q. And where was this big family meeting where
14 everybody ---

15 A. It took place in my conference room.

16 Q. In terms of timeframe. Where -- where along the
17 timeframe would that meeting have occurred?

18 A. Wow.

19 Q. Middle -- middle of the process, end of the
20 process?

21 A. I'd say -- I'd say in the first third of it, maybe
22 near the end of the first third of the period, between the
23 end of January and the day of the execution of the will.

24 Q. Okay. And Mr. Lee asked you several questions
25 about this -- about this debt, which is on this spreadsheet

1 it purports to be \$340,000.

2 A. Yes.

3 Q. Do you have any idea where that number came from?

4 A. I think the -- I don't know if it came from Rhett
5 Taber or if Rhett Taber and Pop agreed on it. It --
6 somewhere in there. I mean, I -- I mean it was either Rhett
7 or Pop or both. I actually think it might have been an
8 agreed upon number.

9 Q. Okay. Or Tom? But -- but you don't know where
10 the number came from, do you think it came from the family?

11 A. Yes, it did.

12 Q. Okay. And if there was a mistake in that number
13 and that 340 wasn't the right number, would that -- should
14 that also be considered if in fact there's any mistake
15 related to his will. Would that be something that you think
16 Pop would have taken into consideration?

17 A. Yes. I -- I mean; I suppose if you're going to
18 --- yes. I -- it's really -- this is really hard because --
19 and we've all -- we all as attorneys have been in this --
20 this spot where, you know, you can get your calculator out
21 and it's easy, but these people have feelings and this --
22 this -- this man wanted to do a certain thing. And I think
23 though he thought at -- at \$340,000 to use this number, that
24 he was perhaps over repaying his son Rhett. He -- he was
25 willing to do that. If that, if that satisfied that issue.

1 I mean, if it was -- if it was fair to Rhett, he was okay
2 with that.

3 Q. And you would agree with me that if in fact
4 everything that Rhett puts forward today and tomorrow is
5 correct, and there was a mistake and the will should be
6 reformed, that what he should receive would be based on a
7 calculation related to the mistake. If these -- if we're --
8 we're hinging everything on these values, and if the values
9 were wrong and we're going to look and see what Pop would've
10 done and Pop would've given Rhett an extra X dollar because
11 of this mistake.

12 A. I suppose you could do it that way. Yes. To
13 answer your question, I -- I -- I don't know that that would
14 satisfy the wishes of Pop.

15 Q. Why?

16 A. From a testamentary standpoint.

17 Q. Why?

18 A. Well, Pop considered -- you know, all of our
19 children are different. Pop had more children than I did by
20 a -- you know, a goodly number. And, you know, some of them
21 needed money more than others. Everybody's situation wasn't
22 the same. And Pop recognized that you know, some, and Pop
23 considered that. You know, Pop had -- had one son who had
24 been apparently very successful financially. And he -- that
25 was a thought that ran through Pop's mind. Pop had some

1 children who had not done quite as well and that ran through
2 Pop's mind. And so Pop wanted to be fair to each individual
3 as well as his family as a whole. And that wasn't really
4 easy to calculate. You couldn't put that in a calculator.

5 Q. Did Pop ever indicate to you that he wanted equal
6 shares on his kids in terms of Dollar Figures?

7 A. The only time -- the only time he ever got there
8 was this property that was, I believe, up near the
9 intersection of I-26 and US 25. And I -- I may have the
10 wrong address, but it was the one who was up here collector,
11 I think. And if I'm not -- if I -- if I remember correctly,
12 and if I -- if I don't, I'm sorry. But I think it had -- it
13 had come -- Pop's interest in that had come through a trust
14 that his wife had. And at the end, Pop didn't quite know how
15 to divide and distribute that that was a -- that was a bone
16 of contention between the family. Who was going to control
17 that trust, what was going to happen to it? Was that land
18 going to be sold on Pop's death or are we going to keep it
19 and let it, you know, increase in value. And at the end, Pop
20 said, you know, I'll just give it to each of them. I --
21 whatever I have, I'll just give to them in equal shares and
22 let them figure it out.

23 Q. Yeah. But what in general, was Pop's desire in
24 this will to pass a specific dollar figure to any of his
25 children?

1 A. No.

2 Q. What was he concerned with?

3 A. Well, I think he was concerned with fairness. He
4 wanted to -- he, you know, he wanted to be -- he wanted to
5 distribute this in -- in as fair way as he could to each
6 member of this family and -- and in a way that he thought
7 those family members might want to receive it as an example,
8 some people might be more interested in beach property, some
9 people might be more interested in flat rock property. I
10 mean those may not be very good examples, but -- but there
11 were different types of property. So Pop also considered
12 that.

13 Q. So you would agree with me that he was more
14 concerned passing certain parcels of real estate to certain
15 of the kids rather than any monetary values that might have
16 been related to those properties?

17 A. Clearly.

18 Q. Okay. Are you aware whether Mr. Taber transferred
19 any properties to any of his children during his lifetime?

20 A. I don't know.

21 Q. So we've got a one deed.

22 A. Well, other than the -- other than the one we
23 talked about.

24 Q. Okay. And so we've talked about this one property
25 that was part of a debt settlement discussion amongst the

1 family. Do you recall whether there were any other
2 properties related to that debt -- debt settlement?

3 A. No, I don't.

4 Q. Letter. What have I just handed you?

5 A. You've handed me a letter dated July 14, 2015,
6 directed to an Alexander R. Atchison, who's an attorney in
7 Raleigh, North Carolina. It's a gentleman I referred to
8 earlier in my testimony. I was directed to him by Pop's son
9 Rhett. So I sent him the documents that we had so that he
10 could prepare a deed to property that was in North Carolina.

11 Q. And do you recall who owns that property in North
12 Carolina that is referenced in this letter?

13 A. Pop. I -- I -- I assume Pop I do.

14 Q. And do you recall who -- who it was being
15 transferred to that Mr. Atchison was going to repair it to
16 you for?

17 A. He was -- he -- he was going to transfer it to his
18 son, Rhett.

19 Q. Do you recall why?

20 A. No, I'm sorry. I don't.

21 Q. Okay. And in relation to when the will was
22 signed, when was this letter sent?

23 A. About nine days before.

24 Q. Okay. So this Flat Rock eight is referenced in
25 this letter, was transferred direct a few days before it was

1 signed.

2 THE COURT: Counsel, are you admitting that into
3 evidence?

4 MR. MCGOUGH: I'm not. I just wanted to refresh his
5 recollection as to the communication between him and Mr.
6 Taber.

7 THE COURT: Thank you.

8 BY MR. MCGOUGH:

9 Q. Okay. All right. Do you recall at any point
10 during your engagement with Pop being provided prior
11 documents or drafts of prior estate planning documents that
12 -- that Pop had been involved with before?

13 A. I didn't remember them. I received some, but I --
14 I didn't -- I don't think I knew about them at the time.

15 Q. What had I just needed to do?

16 A. He had me a durable power of attorney from Pop
17 that was executed December 12, 2002.

18 Q. And do you recall enclosing this in your response
19 to the subpoena you received from Mr. Lee?

20 A. I must have.

21 Q. Okay. And this is a power of attorney for Pop?

22 A. Yes.

23 MR. MCGOUGH: Okay. I'd like to move this into evidence
24 as Respondent's Exhibit 1.

25 THE COURT: Mr. Lee, any objections?

1 MR. LEE: No objections, Your Honor, but I will stop. I
2 mean, it's not signed, it's not. -- He -- he executed. It's
3 -- it's not executed.

4 THE COURT: All right. That be marked as respondent's
5 Exhibit 1.

6 (Respondent's Exhibit 1 was marked for identification.)

7 BY MR. MCGOUGH:

8 Q. I'm going to clarify that. Flip to the ---

9 THE REPORTER: Thank you.

10 BY MR. MCGOUGH:

11 Q. --- the execution page of that document.

12 A. Okay.

13 Q. What do you see on the signature lines or beside
14 the signature lines?

15 A. Pop's name type.

16 Q. Okay. Do you see anybody else's names?

17 A. Well, I ---

18 Q. Do you see any witnesses. Do you see ---

19 A. Yes, I see the name of the witness. I actually
20 knew her and of course I knew Charlie Stewart who was a very
21 fine estate planning attorney in town who is no longer
22 living.

23 Q. Okay. So this appears to be a copy of a durable
24 power of attorney, which may or may not have been executed.

25 A. Yes.

1 Q. That would -- would there have been a reason for
2 Charlie Stewart to prepare a durable power of attorney for
3 Pop without having met with Pop or ---

4 MR. LEE: Objection, Your Honor. Speculation.

5 THE WITNESS: I -- I just would have no way to know
6 that.

7 THE COURT: Just a second. Mr. Howard, we have an
8 objection.

9 THE WITNESS: Oh, I'm sorry. I beg your pardon?

10 THE COURT: I'll hear from you, counsel.

11 MR. LEE: I'll withdraw.

12 THE COURT: Okay.

13 BY MR. MCGOUGH:

14 Q. But you would agree with me that Charlie Stewart's
15 name appears on that document and Pop's name appears on that
16 document. When was that document dated?

17 A. December 12, 2002. And yes, their names do appear
18 on it.

19 Q. Okay. What is the document that I've just handed
20 you now?

21 A. You just handed me a first codicil to a will that
22 Pop must have executed on December 12, 2002.

23 Q. On December 12, 2002.

24 A. Well, it is a codicil to a will that ---

25 Q. To a prior will?

1 A. Will, yes.

2 Q. And what was the date of the copy of that durable
3 power of attorney that I handed you just a moment ago that
4 was marked as Exhibit 1?

5 A. I think -- I think it's December 12, 2002.

6 Q. Okay. And is this codicil signed?

7 A. Yes. It is.

8 Q. By -- by who?

9 A. William R. Taber.

10 Q. The Pop?

11 A. Yes.

12 MR. MCGOUGH: Okay. We'd like to move this in as
13 Exhibit 2.

14 THE COURT: Any objection, Mr. Lee?

15 MR. LEE: Objection, Your Honor. I -- I'm not sure we
16 have foundation to know what this is. Jack is not clear.
17 This document has no knowledge as to when it was executed
18 other than what it shows in his face. I'm not sure a proper
19 foundation has been laid to introduce.

20 MR. MCGOUGH: I can ask one or two more questions that
21 will establish the provenance of that document.

22 THE COURT: Okay.

23 BY MR. MCGOUGH:

24 Q. Jack, was this enclosed in your response to Mr.
25 Lee's subpoena?

1 A. Yes.

2 Q. Okay. So you don't recall receiving a copy of
3 this document, but you clearly received it because it was in
4 your file?

5 A. Yes.

6 MR. LEE: Objection, Your Honor. I still don't think
7 that verifies. He has no knowledge as to whether Mr. Taber
8 actually signed this document, who these witnesses are when
9 it was notarized. I still think it lacks foundation to be
10 admitted into evidence.

11 THE COURT: Well - well, I mean it was provided in
12 discovery and it is a business record. He's the attorney who
13 was doing estate planning work and had possession of the
14 estate planning documents that had been done previously.

15 MR. LEE: Apparently.

16 THE COURT: I'm overruling the objection. The
17 counselor's approach. Jack I was trying to take a break for
18 her to do this. (Inaudible). All right. Mr. McGough, you
19 may proceed.

20 (Respondent's Exhibit 2 was admitted into evidence.)

21 BY MR. MCGOUGH:

22 Q. Okay. The document that I just handed you, you
23 said it was a first codicil?

24 A. Yes.

25 Q. It appears to have been signed by Pop Tabard. And

1 who does it appear to have been signed by as witnesses?

2 A. Sandra K. Shewmaker, S-H-E-W-M-A-K-E-R. And David

3 A. Meline, Jr.

4 Q. Are you familiar with either of those two

5 individuals?

6 A. I don't know. Ms. Shewmaker, I do Ms. Meline.

7 Q. And who is Mr. Meline?

8 A. Mr. Meline, again, a very well respected estate
9 planning attorney.

10 Q. Okay. And what is the date on that first causal
11 again?

12 A. 9 November, 2011.

13 Q. What is this document that I just handed you?

14 A. Appears to be a last will and testament of William
15 R. Taber, Jr.

16 Q. And was this included in your subpoena response to
17 Mr. Lee?

18 A. I'm presuming it was.

19 Q. Who does it appear to have been drafted for?

20 A. It appears to have been drafted for William R.
21 Taber, Jr.

22 Q. And is it signed or unsigned?

23 A. It's unsigned.

24 MR. MCGOUGH: I'll move this in as Exhibit 3.

25 THE COURT: Mr. Lee?

1 MR. LEE: No objection, Your Honor.

2 THE COURT: All right. It's entered into evidence as
3 respondent's number 3.

4 (Respondent's Exhibit 3 was admitted into evidence.)

5 THE COURT: Give us one moment to mark the document.

6 THE REPORTER: Thank you, Judge.

7 BY MR. MCGOUGH:

8 Q. I would like for you to take just a moment and
9 read the dispositive provisions in there because I'm going to
10 ask you one or two questions about it.

11 A. Okay.

12 Q. Good. Does that draft will purport to pass Pop's
13 properties in equal shares to all these kids?

14 A. No.

15 Q. Look at paragraph third. Does that provide for
16 the specific distribution of one piece of real estate to one
17 of Mr. Taber's children?

18 A. Yes.

19 Q. Paragraph four. Does that also provide for the
20 specific distribution of a parcel of real property to certain
21 of Mr. ER's children?

22 A. Yes.

23 Q. What property is being distributed by paragraph
24 four?

25 A. 907 South Aluminum avenue Riceville Beach, North

1 Carolina.

2 Q. And which of Mr. Taber -- of Ms. Pop's children
3 are included as beneficiaries of that property?

4 A. Thomas Neil Taber, Andrew Patton Taber and
5 Clayborn Taber, Caroline T. Tyndall, Robert Fishburn Taber,
6 and Paul Kershaw Taber.

7 Q. Okay. So that's six of his seven children,
8 correct?

9 A. Yes, sir.

10 Q. And that does not line up with the will that you
11 drafted that passed that South Aluminum property to three of
12 his children, correct?

13 A. Correct.

14 Q. Okay. From the face of that document, can you
15 tell me anything about when it might have been drafted?

16 A. Sometime in 2012.

17 Q. Okay. And -- and who might have been involved
18 drafting it?

19 A. Well, Jack Mitchell, who was an attorney in town,
20 he's now retired. But Jack appears as the notary on the
21 fourth page. So I -- I would guess that Jack probably
22 prepared the -- no.

23 Q. What document have I just handed you?

24 A. You have just handed me a durable power of
25 attorney.

1 Q. And who drafted that document?

2 A. I did.

3 Q. Okay. And who did you draft it for?

4 A. Pop.

5 MR. MCGOUGH: Okay. Move that in as exhibit. Where are
6 we at? Three, four.

7 THE COURT: Mr. Lee?

8 MR. LEE: Four. No objections.

9 THE COURT: It's admitted.

10 (Respondent's Exhibit 4 was admitted into evidence.)

11 THE REPORTER: Thanks. What else? Thank you.

12 BY MR. MCGOUGH:

13 Q. Can you tell me when that document was executed by
14 Pop?

15 A. Yes, sir. September 22, 2015.

16 Q. So a few months after the will?

17 A. Yes.

18 Q. Okay. Okay. And then Mr. Lee already had given
19 you a copy of the will that you drafted for Pop. I want to
20 ask you just a few questions about that and then we'll be
21 wrapped up. Did Pop put a great deal of thought into that
22 document?

23 A. Yes.

24 Q. And were there many times during your work with
25 him where he could have changed his mind?

1 A. Yes, it was. I think when you guys took my
2 deposition in 2019 as I read it back, I think I used the term
3 I -- I was pulling my hair out. But yes. We -- we -- we
4 talked and talked and talked.

5 Q. And were there numerous times where he could have
6 changed his mind and changed that will outside the presence
7 of any of his children?

8 A. Oh, yes.

9 Q. And after you finished the process of drafting and
10 having him execute all -- all of his estate planning
11 documents, did he ever come back to you to make any
12 modifications to those documents?

13 A. No.

14 Q. Are you aware whether he ever called your office
15 to make an appointment to come talk about changing the
16 document?

17 A. No. I -- I do remember fondly. As -- as I said,
18 Pop was a, you know, somebody had known a long time that Pop
19 was just down in the area. And back in those days the Savory
20 corner might have been open right next to my office or the,
21 you know, Pop would just stop in and say hello. And, you
22 know, we'd shake hands and talk for a few minutes. At that
23 time, I was still living up on Melview School Road and Pop
24 was asking about how things were up there, and of course he'd
25 already needed that away, but, you know, he would just ask

1 about how things were and we'd have a little chat. Again, he
2 was elderly and he was just a nice man. So, you know, it
3 takes a few minutes and I mean, he couldn't have said, Hey,
4 I'd like to talk to you about my will again, but that never
5 happened.

6 Q. Now, are you aware of any circumstances at any
7 point in time after he signed this will that would've
8 prevented him from coming to see you and signed that will.
9 Saying do a new will or do new documents and make changes or
10 any of that stuff?

11 A. I'm not aware of any.

12 MR. MCGOUGH: Okay. I have no further questions.

13 MR. LEE: Just a few, Your Honor.

14 THE COURT: I have one more -- I have a question for him
15 before we -- we do redirect. But Mr. Howard in the family
16 meeting that you spoke of in your -- both, in your direct and
17 cross who was present for that meeting?

18 THE WITNESS: Pop if I can -- if I can call him Pop.
19 Sure. Pop's children there may have -- I'm -- I'm not sure
20 if Pop's daughter was there or not or one of his daughters.

21 THE COURT: Was -- was the plaintiff there? The
22 petitioner?

23 THE WITNESS: Yes, sir.

24 THE COURT: He was. Okay. All right. Thank you.

25 THE WITNESS: Yes, sir.

1 THE COURT: Redirect?

2 MR. LEE: Just a few, Your Honor.

3 RE-DIRECT EXAMINATION

4 BY MR. LEE:

5 Q. Jack, you mentioned that there were numerous
6 drafts of Pop's will. I didn't see any in our -- in our
7 subpoena response. Do you have those documents or ---

8 A. No, sir, we destroyed them.

9 Q. Okay. You said something, you said the
10 spreadsheet was a good way to get started and -- and -- and I
11 just had a hard time understanding that. If -- if the
12 spreadsheet as far as the real properties match the signed
13 will, that doesn't seem like a starting point to me. That
14 seems like the end wouldn't -- wouldn't you agree?

15 A. Well, I -- I can --- I can understand your point.
16 I -- I think it was just, you know, there was a difference in
17 age in the people and I think it was a -- it -- it was a good
18 way for, I didn't know what all Pop owned and it -- it was a
19 way for me to, to say, because I called you Bill. Hey Bill,
20 I have this, does this look like you know, your assets? And
21 -- so it -- it would -- it -- it -- it would -- it -- it was
22 just a way to start a conversation that Pop was not used to
23 having.

24 Q. But you would agree though that the -- that the
25 spreadsheet in regards to the real properties corresponds

1 directly to that last will?

2 A. As to those properties? Yes.

3 Q. Okay. You've said numerous times that Pop wanted
4 to be fair.

5 A. Yes.

6 Q. And so do you believe in that fairness, if he
7 realized or was unaware that he had reduced Rhett's
8 inheritance based on a mistake, that the fair result would be
9 to fix that?

10 A. I think that Pop was aware that he had not divided
11 and distributed his assets equally.

12 Q. Yeah. And I guess my question is this, if the
13 reason, and I'm not, I know you don't know maybe necessarily
14 the reason, but if the reason that he didn't divide them
15 equally was a lie, do you think Pop would have still made
16 that same decision if he knew that?

17 A. I -- I -- I -- I really don't have any way of
18 knowing. I mean, it -- it -- I mean, I'd have to know what
19 the lie was. I never talked to Pop about, you know, the fact
20 that he felt like he had been lied to. I know that there was
21 this, you know, discrepancy and had, you know, had I overpaid
22 the debt, had I under, you know, I'm sure -- I'm sure your
23 client thought that he had, you know, he had overpaid Pop
24 thought it was under.

25 Q. So it is true that Pop certainly thought that

1 Rhett had been overpaid?

2 A. Yes.

3 Q. Okay. Did you ever have a conversation with Pop
4 about that?

5 A. Yes.

6 Q. Did Tom and you and Pop discuss that together?

7 A. I -- I -- I can't remember if Tom was there.
8 Sometimes Tom would be, sometimes Tom wouldn't be. The
9 conversations about that were not angry conversations that
10 they were just, it was, you know, it was just a concern and
11 something that Pop noted. But it -- it wasn't like, you
12 know, I overpaid him by \$60,000 as an example, so I want to
13 go get that back from you. I mean, he could -- I mean,
14 nothing like that ever happened.

15 Q. If Tom Taber testified that Pop thought he had
16 overpaid Rhett by 280,000 bucks and then he based Rhett's
17 reduction in his -- in inheritance on that fact. Did Pop
18 ever talk to you about that?

19 A. I -- I don't know that I ever heard that number.

20 Q. Okay. Let -- let's look at page three. This is
21 of the spreadsheet.

22 A. Okay. The one ---

23 Q. From the bottom.

24 A. Yes, I have it.

25 Q. I look down at the bottom it says Rhett negative

1 OP, what does OP mean? Do you know? Does that stand for
2 overpayment?

3 A. I -- I -- I -- I don't know. So I ---

4 Q. Well let me ask you this. Rhett's inheritance --
5 Inheritance says how much from that spreadsheet?

6 A. \$26,650.

7 Q. And the rest of the children, how much are their
8 inheritances?

9 A. 305 -- \$305,892.

10 Q. I'm not going to make you do the math in your
11 head, but if I represent to you that's approximately
12 \$279,900. Would you disagree?

13 A. No, I agree.

14 Q. Okay. So am I correct in understanding that based
15 on this spreadsheet that was used and prepared by Tom and
16 used in preparing the estate plan, that Rhett is receiving a
17 inherit inheritance that has been reduced by approximately
18 279 to \$280,000?

19 A. I understand your point. Yes.

20 Q. Okay. Tom served as Pop's power of attorney,
21 correct?

22 A. I -- I believe so. Yes.

23 Q. Did you ever explain to Tom that he had a
24 fiduciary duty while he served as in that capacity?

25 A. Yes.

1 Q. Okay. At that family meeting -- I'm -- I'm about
2 done. And Judge Groover was asking about. Is that the
3 meeting -- and I know it was probably uncomfortable. Is that
4 the meeting where it finally said, all right, Rhett, you're
5 not -- I -- you -- I don't owe you \$340,000 anymore. I'm
6 going to give you these 28 acres. Is that where that meeting
7 of mines came to -- to be or was it at a later meeting?

8 A. In my -- in my memory, it was at that meeting. If
9 you told me if there was a subsequent meeting, I couldn't
10 argue with that. I -- I don't remember gathering the entire
11 family together again. But ---

12 Q. But it was always clear that in exchange for that
13 28.48 acres Rhett had to forgive and satisfy that \$340,000 of
14 debt. That was no longer on Rhett, correct?

15 A. That's my understanding.

16 Q. I'm going to show you some documents. Do you
17 recognize this and this? Do you recognize those documents?

18 A. No, sir.

19 Q. You never seen him?

20 A. Never seen him. Not to my knowledge.

21 Q. Okay. I'm not going to introduce him into
22 evidence. I'm just going to ask some general questions.
23 What is a promissory note?

24 A. A promissory note is a document that states the
25 obligation of one person to another or ---

1 Q. Okay. And if someone satisfies a promissory note,
2 how do you do that? If somebody pays the debt owed under a
3 promissory note, how do you do that?

4 A. How do you satisfy it?

5 Q. Yeah, I have people write paid and satisfied in
6 full as blank day of whatever. And sign it and generally have
7 it notarized.

8 Q. Okay. So there would be a specific document that
9 would say this note's being satisfied.

10 A. If -- if -- if ask if I could use an example.
11 When I did a real estate closing, we had owner financing and
12 when that got paid off I'd have the seller of that property
13 satisfy that note, wouldn't it have been you know, in the
14 same form that I just mentioned.

15 Q. Okay. So there is a document that they would. I
16 guess the -- the -- the -- the debtor would have a document
17 that they could say, here -- here's my proof. Yes. That
18 this note has been paid.

19 A. Yes.

20 Q. I'll take this back from you. And lastly on that
21 28.48 acres -- acres, I understand that it was exchanged for
22 the \$340,000 of debt. Was there anything else that was
23 exchanged for?

24 A. Not that I know. Not that I remember.

25 MR. LEE: No further questions.

1 THE COURT: Any cross?

2 MR. MCGOUGH: Yes.

3 RECROSS-EXAMINATION

4 BY MR. MCGOUGH:

5 Q. So Mr. Lee showed you some promissory notes and
6 ask you some general questions about notes. Are you aware of
7 any legal requirement that there be a -- a writing,
8 terminating, canceling or satisfying promissory note?

9 A. Gosh, I'm retired. No I'm not.

10 Q. Okay. And -- and would you say if somebody that
11 -- that held the note, threw it in a fire and burned it up
12 intending to satisfy it, that it would be satisfied?

13 A. Yes, that would be one form of doing it.

14 Q. Okay. And would you agree that if you were the
15 holder of that note and you were owed money, that it would be
16 important for you to keep and produce the original ---

17 A. Yes.

18 Q. --- if you wanted to collect on that debt?

19 A. Yes. I'm sorry, I didn't mean to answer for you.

20 MR. MCGOUGH: No further questions. All right, thank
21 you, sir.

22 THE WITNESS: Thank you very much.

23 THE COURT: Enjoy life at the beach.

24 THE WITNESS: Thank you, Your Honor.

25 THE COURT: You didn't bring any seafood or anything?

1 THE WITNESS: No. You guys are welcome to come at any
2 time.

3 THE COURT: Glad to see you.

4 MR. LEE: Thanks Jack.

5 THE WITNESS: Thank you. Good to see you

6 THE COURT: Mr. Lee. You want ---

7 MR. LEE: Well, I know we're moving these, I -- I'll go.

8 THE COURT: Do you want to take a quick break or?

9 MR. LEE: Well, I -- I'll go ahead and call Mr. Farjoun
10 if the Court is okay. The court needs a break or if Mr.
11 Farjoun needs a break, I'm perfectly fine with doing that.
12 Try to get these ---

13 THE COURT: The court's fine. Our schedule. Is your
14 schedule.

15 MR. LEE: All right then I'm going to call Chris
16 Farjoun. He is attending via zoom.

17 THE COURT: Mr. Farjoun, if you will please turn your
18 camera on. All right. And can you hear us?

19 MR. FARJOUN: Yes, I can.

20 THE COURT: Good. And we can hear you just fine. Thank
21 you. Mr. Lee, you want to proceed? Oh, I'm sorry. Wait a
22 minute. Mr. Farjoun, will you raise your right hand?

23 CHRISTOPHER FARJOUN,
24 being duly sworn, testified as follows;

25 THE COURT: Thank you. All right, you may proceed now

1 MR. LEE: And I'm going to ask the court for -- where am
2 -- where am I? Can he see me? Is there a camera that's
3 pointing at my face?

4 THE WITNESS: Yes, I can.

5 THE COURT: Yes, he can see me.

6 MR. LEE: I'm much more attractive than (inaudible).

7 THE COURT: That -- that -- that's debatable debate.
8 Mr. Lee, if you'll look at the -- at the monitor on any one
9 of these mini walls here, I feel like we're at a Super Bowl
10 party. In the upper right quadrant, there's a four framed
11 frame or four picture frame. He may see, he can see you in
12 that quadrant. So ---

13 DIRECT EXAMINATION

14 BY MR. LEE:

15 Q. Mr. Farjoun, I'm going to talk loud as I can. If
16 you don't understand the question that I ask you, if you
17 can't hear me or if you have any issues, please let the court
18 know and let me know so that we can make good on those
19 issues.

20 THE COURT: All right. You have a microphone that you
21 may use.

22 THE WITNESS: Okay.

23 BY MR. LEE:

24 Q. Chris, can you hear me?

25 A. Yes, sir.

1 Q. All right, I'm going to stay right here. I'm
2 going to say it again. If you don't understand the question,
3 if you lose any audibility or anything, please let me know.
4 Okay?

5 A. I will.

6 Q. All right. Can you state your name for the record
7 please?

8 A. Christopher David Farjoun.

9 Q. All right. And what -- what is your current
10 occupation?

11 A. I am retired.

12 Q. Okay. And where did you work prior to retirement?

13 A. Bank of America.

14 Q. Okay. And what was your title there? What was
15 your position?

16 A. I was the Assistant Vice President in the Premier
17 Banking Department.

18 Q. Okay. And how long did you work for Bank of
19 America?

20 A. A little over 10 years.

21 Q. Okay. And what were your duties and -- and things
22 that you would do in that position?

23 A. I had a portfolio of a little under a hundred
24 clients that the bank had recognized as people who they
25 wanted to assign a personal banker to. And that's what I

1 did. I provided services to those clients.

2 Q. Okay. And I -- I should have asked you, where did
3 you attend school?

4 A. When or where?

5 Q. Where.

6 A. Where? University of Buffalo.

7 Q. Okay. And do you -- what degree did you possess?

8 A. Bachelor's.

9 Q. Okay. And how do you know Rhett Taber?

10 A. He was one of my clients.

11 Q. Okay. And did you get to know r over the years in
12 which you represented him as, as one of your clients?

13 A. Yes, indeed.

14 Q. Okay. And what services did you specifically
15 provide to Rhett?

16 A. All banking services. Our -- our goal in Premier
17 Banking was to work with our client to expand their -- their
18 net worth, advise on investments just all resources of the
19 bank on a very personal level.

20 Q. Okay. Did you ever happen to meet Rhett's father?
21 We call him Pop, but it was William Taber. But did you ever
22 happen to meet Pop?

23 A. Yes, I did. Rhett actually brought him into my
24 office to introduce him to me personally.

25 Q. Okay. And from that relationship, but what was

1 your impression of the relationship between Rhett and Pop?

2 A. I can't honestly tell you how long we sat there,
3 but it was for a long time telling a lot of stories. Seemed
4 to be just a great father son relationship.

5 Q. Okay. And did you come and pass to provide
6 services to Pop as well?

7 A. Yes, I did.

8 Q. Okay. And what kind of services did you provide?
9 Pop?

10 A. Checking accounts. I believe I did a loan or two.
11 And that was pretty much it.

12 Q. Okay. Did -- did there ever arise an occasion
13 on which for any reason Rhett instructed you to transfer
14 money to Pop's accounts from Rhett's accounts?

15 A. Yes. One of my responsibility as a relationship
16 manager, every morning I received an overdraft list and there
17 weren't many of my clients that showed up on the overdraft
18 list because typically I dealt with professionals, doctors,
19 attorneys, judges, professional athletes. So their accounts
20 were typically quite healthy. But Pop showed up on my
21 overdraft list.

22 Q. And was that a regular occurrence? I -- I mean,
23 was it something that happened more than once?

24 A. It -- yes, it did. It happened. That one, you
25 know, one time and then it seemed to happen biweekly, weekly

1 fairly regular occurrence to where I was talking to him quite
2 often.

3 Q. Okay. And when you say talking to him, are you
4 referencing Rhett?

5 A. Both Pop. Well, it was Pop or originally, you
6 know, call, he would show up on my list and it would prompt a
7 call to him, you know, Hey, Mr. Taber, your account's
8 overdrawn would you like me transfer some money? Do you want
9 to stop into the branch to make a deposit? That was kind of
10 my initial I guess job responsibility. Then after that rep
11 started getting involved with it also.

12 Q. Okay. And did Rhett ever -- tell me about that
13 conversation? Did you ever call Rhett and say hey, Pop's got
14 an overdraft, this is an issue? I mean, did you ever have
15 any conversation like that?

16 A. Yeah, I mean after there -- there were multiple, I
17 mean there were, I can't say hundreds, but there were enough
18 to where he was keeping me busy every morning when I came
19 into work. And then Rhett at -- at some point we would
20 transfer money on Rhett's checking account, we would transfer
21 money out of Rhett's line of credit to cover those things.
22 It just kind of seemed that Pop was a little blustered with
23 it, maybe didn't quite know how to respond to me calling and
24 telling his account was overdrawn.

25 Q. Okay. But Red instructed you to transfer that

1 money to cover Pop -- Pop's overdraft. Is that accurate?

2 A. Yes, that's accurate.

3 Q. Okay. How are those transfers accomplished? I
4 mean, maybe this was back in the day before online banking.
5 Is that something you did personally?

6 A. Yes, it was a paper transaction.

7 Q. Okay.

8 A. That I did personally.

9 Q. Okay.

10 A. Or I had my assistant do it also.

11 Q. I'm not asking for a hard number, but if you had
12 to provide an estimate as to the amount of money that Rhett
13 had transferred to his father's account to cover the
14 overdraft that we're talking about, can you -- I mean, was it
15 a \$100,000?

16 A. It was tens of thousands of dollars and I'm sure
17 that added up into the hundreds of thousands of dollar range.
18 Because it was so frequently and the numbers were so large it
19 had to be a very large number.

20 Q. Okay. Why -- I mean, it's a little odd. I -- I
21 really -- why -- why do you think Rhett was covering his --
22 his father's overdrafts? Why would -- why do you -- do you
23 ever have a conversation with him? Why was he doing this?

24 A. It wasn't unusual to have that happen. We had
25 plenty of children help out their parents with funds,

1 transfer money, kind of oversee the finances. Sometimes the
2 -- the elderly parent would be embarrassed about what was
3 happening. And I think just Rhett was just helping off being
4 a good son.

5 Q. If Rhett testified that these were loans to his
6 father and that he expected to be at some point repaid for
7 these loans, do you have any reason to disagree with that?

8 A. No.

9 Q. Okay. If Rhett had not made those transfers, the
10 transfers in the hundreds of thousands of dollars, what would
11 Bank America do and what -- what -- what's the next step?

12 A. They would close the account.

13 Q. Okay. And if Pop never made good and deposited
14 the money to cover the overdrafts, what does Bank of
15 America's course of action, what would they do?

16 A. They would sue him for that dollar amount and put
17 a judgment against them.

18 Q. So ultimately without Rhett's assistance, unless
19 someone other else stepped up to help Pop, there's a good
20 chance, would you agree that Bank of America would've sued
21 Pop for the balances of those overdrafts?

22 A. Yes.

23 Q. Okay. And ---

24 A. That's normal operating procedure.

25 Q. Did the bank ever sue Pop?

1 A. I would not. I -- I do not know that.

2 Q. If ---

3 A. I don't believe so.

4 Q. Okay. Was it -- in your opinion, because Rhett
5 was loaning this money to Pop, that he covers his overdrafts?

6 A. Yes.

7 Q. Would you agree with me that Pop's assets, and I
8 know you don't know anything about them, I'm not trying to
9 say you do, but land real property that Pop may have owned
10 during his life. If -- if Rhett had not covered the
11 overpayments and the bank filed suit and got a judgment, am I
12 not correct that those judgments would've attached to that
13 property?

14 A. I guess that's more for you attorneys to kind of
15 figure that out. I would assume the bank would get
16 everything in their power, put a lien against everything they
17 could to get their money back. Banks don't give away free
18 money.

19 Q. Okay. Without Rhett helping Pop by loaning him
20 this money. Do you agree with me that Pop very likely
21 would've had liens placed on his real property?

22 A. Yes.

23 Q. Okay. What is your personal opinion of Rhett?

24 A. Upstanding guy kind of always did the right thing
25 handled his financial matters at the bank and -- and very

1 good standing had no reason to think negatively about him.

2 Q. Do you have any reason to think that Pop would
3 want Rhett to be treated less than -- than his siblings?

4 A. I wouldn't think so. I mean, Pop was a proud
5 father. That was kind of the impression I got from him.

6 Q. Okay. You think Pop loved Rhett. Do you think?

7 A. Yes.

8 Q. You think Rhett loved Pop?

9 A. Yes. Very much so.

10 MR. LEE: No further questions, Your Honor.

11 THE COURT: Mr. McGough, we're going to take a
12 two-minute recess.

13 MR. MCGOUGH: I got one question.

14 THE COURT: Okay. Go for it. Go ahead.

15 MR. MCGOUGH: We can recess.

16 THE COURT: Go ahead.

17 CROSS-EXAMINATION

18 BY MR. MCGOUGH:

19 Q. Have you ever spoken with Pop Taber about his
20 estate plan?

21 A. No, I do not.

22 Q. Okay.

23 THE COURT: All right. Any you re-direct?

24 MR. LEE: Nothing from me, Your Honor.

25 THE COURT: All right. Mr. Farjoun, thank you for your

1 willingness to appear today. And you are dismissed or does
2 he need to stick around? Any chance you're calling him for
3 rebuttal?

4 MR. LEE: He's dismissed, Your Honor, in the event that
5 I -- I have this contact information, I don't want to,
6 certainly don't want to bother his schedule.

7 THE COURT: All right. You are dismissed and no longer
8 have to be bound by your subpoena or was he subpoenaed?

9 MR. LEE: He actually was not, Your Honor.

10 THE COURT: Okay. All right. If you want to stick
11 around, you're more than welcome to but you're not required
12 to.

13 THE WITNESS: All right. Thank you, Your Honor.

14 THE COURT: Thank you, sir. All right, we're going to
15 take two minutes. I got somebody at the front door, I have
16 to go meet.

17 THE BAILIFF: All rise.

18 (Off the record.)

19 MR. LEE: Your Honor, we call Jacqueline Patterson.

20 THE COURT: Ms. Patterson, can you hear Ms. Patterson,
21 can you hear us? Ms. Patterson? Give her a call. Mr. Lee.
22 I know she's in Oregon and it's early, three hours earlier
23 than here.

24 MR. LEE: It's early. Wasn't thinking of about that.
25 She's on -- she's on vacation. (Inaudible) On vacation. She

1 was just here last week. They don't tell you a little
2 better. Before you go to law school, they don't tell you
3 that, but you're going to go on vacation and have a 5:30 Zoom
4 call in the court.

5 THE COURT: No they don't.

6 MR. LEE: I thought it was your fault. Do you all put
7 Jack Howard, you have testify? Good lord. You think after
8 50 years of practice law; he wouldn't have to do that.

9 THE COURT: Yeah.

10 MR. LEE: Hey Jackie, can you jump on, I promise not to
11 take too much time. All right. All right, thanks.

12 THE COURT: All right, well let's give Ms. Patterson a
13 few minutes.

14 MR. LEE: Is she able, Your Honor, to see an exhibit
15 that the ---

16 THE COURT: She may have. I'll have to you -- you have
17 a -- a camera there. A camera you can use there. I -- I
18 think there's something I have to do to put it, assist in
19 that. Oh, I think I have to do this.

20 THE REPORTER: Here you go.

21 MR. LEE: Oh, good.

22 THE COURT: I -- I'm assuming that you're going to
23 introduce them -- this into evidence.

24 MR. LEE: Yes, Your Honor.

25 THE COURT: And Mr. McGough, do you have any objection?

1 Okay, why don't we go ahead and admit it. The foundation --
2 well, I guess you need to lay foundation, but she drafted it.
3 She drafted the letter even I can.

4 THE REPORTER: We're on number four, right? For
5 petitioner?

6 THE COURT: Yeah, petitioner 4.

7 (Petitioner's Exhibit 4 was admitted into evidence.)

8 THE REPORTER: Thank you. Thank you

9 THE COURT: Ms. Patterson. Good to see you this
10 morning. I'm sorry that we're interrupting your vacation.

11 MS. PATTERSON: Good morning.

12 THE COURT: Good morning. All right, Mr. Lee, you may
13 proceed.

14 DIRECT EXAMINATION

15 BY MR. LEE:

16 Q. Jackie again, I'm sorry for messing up your trip
17 to Oregon but I promise not to take too much time. Can you
18 just please state your name for the record?

19 A. Jackie Patterson.

20 Q. Okay. And what is your occupation?

21 A. I'm an attorney practicing in Greenville, South
22 Carolina.

23 Q. And at what firm do you currently practice?

24 A. Patterson and Associate.

25 Q. Okay. And where did you attend law school?

1 A. At University of South Carolina.

2 Q. And how long have you been a licensed attorney?

3 A. I think god 26 or 27 years.

4 Q. Okay. And are you, I know you are, but are you
5 currently licensed in South Carolina?

6 A. Yes.

7 Q. Are you licensed in any other states?

8 A. Yes.

9 Q. Okay. How long have you been a I -- I don't know
10 if you're a solo practitioner, but how long have you worked
11 alone by yourself?

12 A. Let's see, 2002.

13 Q. Okay.

14 A. Is when I opened my firm.

15 Q. And in what practice areas do you currently
16 specialize?

17 A. I specialize in real estate both commercial and
18 residential and development and probate administration,
19 estate planning.

20 Q. Okay. And how long have you been practicing in
21 the area of estate planning?

22 A. I started estate planning when I was at the firm
23 of Hort, Ronald, Thomason, and that would've been in the late
24 1990.

25 Q. All right. And just for this court's information,

1 because I know every attorney is different can you describe
2 to us the typical intake process for a new estate planning
3 client?

4 A. So my firm is they -- is they're called and asked
5 to participate in estate planning. The first thing we say is
6 we need you to provide us some information about your state.
7 They'll provide information and if it is an emergency
8 situation where someone is ill, we'll ask to meet with them,
9 once I meet with them and a note take, I prepare a -- a
10 detail of exactly what they're asking me to do. And once I
11 prepare that, I send it to them or I email it to them. I
12 have them sign that agreements. I lay out all the costs,
13 filing fees and once they sign that, I explain to them that I
14 will do exactly what is set out in that document. And I call
15 it my retainer agreement, but it -- it is the document that
16 embodies what they are requesting of me and what I'm in
17 agreement to do.

18 Q. Okay. Thank you very much. Very detailed. Just
19 to make sure I understand, this retainer agreement is based
20 solely on what the client details to you that they want in
21 their estate plan. Is that correct?

22 A. That's correct. The spelling of name who is to
23 get what, and we try to make sure that we detail and walk
24 through what a will would you know, in a will you have your
25 specific devices, your obituary, we try to handle all of that

1 in a retainer. And who are the nominated parties to act as
2 fiduciary.

3 Q. Do you recall meeting with and -- and we've been
4 calling him Pop Jackie, I -- but do you recall meeting Mr.
5 William Taber, JR. In 2020?

6 A. I do.

7 Q. I'm sorry. This would be 2019.

8 A. I -- I remember meeting with William Taber when it
9 -- whichever year I met with him. I do remember.

10 Q. And I'm going to go ahead. Do you see the
11 document on your screen that says Patterson Associates, PA?

12 A. I do not.

13 Q. I'm sorry. Now do you see it, Ms. Patterson?

14 A. I do not. I have two -- I have seven screens, but
15 I do not see that I can blow up one of the courtroom screens
16 and see, I've got two of Judge Groover, one of -- of your
17 desk, the court reporter, and then a courtroom screen. If I
18 blow up the courtroom screen, I can probably see that.

19 Q. Did that help?

20 A. A little bit. I can see it -- is it on the
21 screens on the walls?

22 Q. It is.

23 A. Okay. And it looks like it is zoomed in?

24 Q. Yes, I -- and I can move it. You'll see.

25 A. Yes. I -- I'm just moving it.

1 Q. And I'll represent to you, Jackie, this is the
2 document that you've provided in regards to my subpoena
3 request. It's a letter from the purports to be from you to
4 Mr. Taber dated June 26, 2019.

5 A. Yes.

6 Q. Okay. Do you recognize that document?

7 A. I do.

8 Q. Did you draft that document?

9 A. Yes.

10 Q. Did you sign that document?

11 A. I did.

12 Q. And was that document prepared in res in res in
13 relation to your meeting with Pop?

14 A. Mr. Taber? Yes.

15 Q. Yes. I'm sorry. Is that -- is that accurate?
16 This was in response to your meeting with Mr. Taber?

17 A. Yes.

18 Q. Okay. Did you meet with him in purpose in person?

19 A. I did. I -- I made sure that I'm not you know --
20 I -- I want to make -- always make sure that I am preparing
21 the wishes of -- of -- of the party banking the will. And so
22 I do not take direction from anybody except that party.

23 Q. Okay. Did anybody else attend that meeting with
24 Mr. Taber?

25 A. My recollection is it was just one-on-one. I do

1 recall that Mr. Taber was ill and I rearranged my calendar to
2 get him in and someone dropped him off. I don't know who it
3 was, but I do recall someone bringing him to my office. And
4 I met one-on-one, and -- and it was a long meeting. It was
5 in a short meeting. I don't remember what he was suffering
6 from, but I, I do remember that we were concerned that he
7 needed his documents as soon as possible.

8 Q. Did he appear to be competent?

9 A. Oh, yes. I -- I always sit down and talk with the
10 party, make sure that he understands the objects of his
11 affection ask him a little background about the family. He
12 was very aware of his assets. He educated me on his assets.

13 Q. Okay. And did -- and I know, I guess it'd be hard
14 to determine this since he came along, but did he appear to
15 be under any -- under any influence?

16 A. I felt like he was under undue influence. I
17 would've asked that question and I would not have proceeded
18 until there was a resolution on that.

19 Q. Okay. Thank you. So what is this document that
20 -- that's in front of us? Is that the retainer agreement
21 that you referred to in your earlier testimony?

22 A. That's right. So in my procedure, I always meet
23 with the client. I go through all my notes and then I
24 prepare this retainer. I actually spend several hours before
25 I will even begin drafting documents, just so that I

1 understand exactly what I'm being asked to do, that they
2 acknowledge that those are their -- their wishes. And then
3 we take that next step forward in drafting.

4 Q. Where did you get the information about these and
5 I -- and slide it up these distributions, where did you get
6 this -- these -- this direction and information from?

7 A. My recollection is that there was a prior will
8 done by Jack Howard. I believe it was Jack Howard. And I
9 look -- I -- I had that document and I went through that
10 document with Mr. Taber as, as a roadmap for what he wanted
11 in his will. And I don't remember specifically, but there
12 seemed to have been some errors in that prior will.

13 Q. Okay. Did -- and -- and just to back up, did --
14 Mr. Taber is the one who gave instructions on these
15 distributions that you detailed in your retainer agreement?
16 Is that accurate?

17 A. Absolutely. I -- I don't take direction from
18 anybody but the party that is making the will.

19 Q. Okay. Are you confident that Mr. Taber wanted
20 these distributions to be included in his last will and
21 testimony?

22 A. I -- I am confident that at the time that Mr.
23 Taber came to see me, he asked me to prepare a will that had
24 the distribution set out in my retainer. I understand that he
25 passed away like shortly after I prepared this retainer. And

1 I felt horrible, but I tried to -- I -- I called his house
2 several times. I offered to come to -- to the house to
3 execute, which is what I do sometimes. People are very ill.
4 I really bent over backwards, but I would not drop anything
5 until he told me to proceed.

6 Q. Okay. Let's talk about who did -- did you ever
7 speak to his daughter Ann?

8 A. I don't believe I personally spoke to the
9 daughter. I -- I -- my recollection is that I had my office
10 reach out to the how because I knew he was ill and offer our
11 services in home or to see how and when we could get him back
12 in. Because he -- he -- he shared with me that the changes
13 were very important to him. And it was -- he -- he was upset
14 because he said that he had to make things fair. And I don't
15 know the history, I don't -- don't know exactly what -- why
16 he thought it was unfair. My job was to find out what he
17 wanted and to produce the document that he wanted.

18 Q. And I hope you can see this. If you look at G on
19 this document, who did Mr. Taber want to receive the
20 25.93-acre track on Shelton Road in Travel (inaudible)?

21 A. I cannot see it. But it -- it -- I -- I can tell
22 you whatever I put on my retainer agreement is exactly what
23 he asked me. I do not stray. I've been involved in way too
24 many disputes and I understand the importance of setting it
25 out specifically in a retainer agreement exactly as they

1 asked me.

2 Q. Okay. Was Mr. Taber clear in his conversation
3 with you that he wanted to revoke his old will and replace it
4 with one that provided for the terms contained in your
5 retainer agreement?

6 A. Yes.

7 Q. And you -- you -- you -- you used the word fair.
8 Can you expound on that? We -- we've heard that a lot this
9 morning. What -- what did he say in regards to wanting
10 things to be fair?

11 A. That's interesting. I -- I -- I have not been a
12 part of the -- the hearing until just now. But that was the
13 word I remember. He was -- he -- he seemed to be very upset
14 because there was something not fair represented in the prior
15 will. And he wanted these changes enough that he -- he got
16 out of bed and came to see me and that's why I told him that
17 I was -- and I think -- I believe my office pushed him to the
18 top of our -- our estate planning list and we were ready to
19 act as quickly as he wanted us to.

20 Q. Did your office ever get the impression, or did
21 you ever get the impression that there may be people that
22 were preventing Pop from coming to see you or at least
23 coordinating something for you to go out to his house to
24 execute this document?

25 A. It was my impression that there was something,

1 there was some kind of dispute going on in the family because
2 every time we called to -- to try to facilitate execution I
3 believe it was the daughter who was living with the father
4 would just basically said he's -- he's not -- and he's not
5 able to take your call or just kind of shut it down. Which
6 in my experience, there's something else going on because he
7 got out of bed to come and see me. And -- and he -- he was
8 suffering from, and I don't remember the illness, but I know
9 he was sick. And folks that muster that energy to come in,
10 meaning it is because they want that change done.

11 Q. Do you believe that resulted in him not retaining
12 you to draft his last will and testament?

13 A. Yes, that was my opinion.

14 Q. Okay. When did you send the engagement letter?
15 And maybe you could -- would you agree with me? It was June
16 26, 2019.

17 A. The -- the -- the date of the letter, the date it
18 was sent, he did not do email. It was local, if I remember.
19 He was -- he lived in Greenville locally, and I sent it
20 through the mail.

21 Q. Okay. And Mr. Taber died on July 16th. This was
22 a very short time thereafter. Would you agree that he passed
23 away?

24 A. That's what I heard.

25 Q. Based on your meeting and long conversation with

1 Pop or Mr. Taber, do you believe that he intended to revise
2 his estate plan to match the distributions in your retaining
3 agreement? Because he didn't think the one that Jack Howard
4 had done was fair?

5 A. That is what he conveyed to me. And it -- it --
6 you know, he came in and he told me that he wanted to make
7 things fair. He actually found it on it and -- and told me
8 that there was one son Mr. Taber Rhett Taber that took care
9 of him and took him on trips. He loved a grandchild -- a son
10 -- a grandson. And he spoke about all the things that Rhett
11 Taber had had done for him and that he just wanted to make it
12 fair. I can't remember, or I just didn't spend the time to go
13 into what fair meant because that is not something that I get
14 involved in. I just wanted to effectuate his wishes.

15 Q. Ms. Patterson, in your opinion, if someone bases
16 their estate plan on information that is incorrect, do you
17 think it would be appropriate for that estate plan to be
18 reformed to better match the testator's intent?

19 A. Are you asking me a legal opinion here?

20 Q. That -- that's a personal opinion. I -- I'll ask
21 you it this way and I apologize. If -- if you thought, and I
22 know your daughter is at Oregon, and I'm not trying to -- to
23 pick on her, but if you thought that she had somehow cheated
24 you out of something and because of that opinion, you reduced
25 her or eliminated her inheritance, and it turns out that

1 belief was incorrect, would you want that to be corrected?

2 A. I -- I personally would. Absolutely.

3 MR. LEE: Okay. No further questions, Your Honor.

4 THE COURT: Mr. McGough.

5 CROSS-EXAMINATION

6 BY MR. MCGOUGH:

7 Q. Ms. Patterson, have you ever had clients attend
8 initial meetings and then not follow up with planning?

9 A. I am sure in 20 something years I've had that
10 happen.

11 Q. And if somebody meets with you initially and
12 discusses provisions they want placed into their estate
13 planning documents and then they failed to follow up with
14 that planning, couldn't that be evidence that they changed
15 their mind after they met with you?

16 A. It -- it absolutely could, but I normally follow
17 up and speak to them so I can close my file.

18 Q. Sure. And you -- you've testified he was
19 competent and you've testified that he did not appear to be
20 under undue influence at the time that you met with him,
21 correct?

22 A. That's correct.

23 Q. And you spoke ---

24 A. I remember a gentleman with him. He was very
25 gentle.

1 Q. You spoke of calling him multiple times. Was that
2 you personally or someone in your office?

3 A. Instructed my office to call him. And my
4 recollection is that we called the house no less than three
5 times.

6 Q. Okay. And the -- you were provided a copy at some
7 point of the 2015 last will and testament drafted by Jack
8 Howard and executed by -- by Pop Taber, correct?

9 A. Yes. I had that earlier will, and I don't
10 remember if he brought it in how -- how I got that will, but
11 I did have it to walk through it with him. It -- it -- it
12 had several errors if I remember correctly.

13 Q. Did you meet with or talk with Pop in 2015 when
14 that will was drafted?

15 A. No. The first meeting I had was when he came to
16 see me to change that will.

17 Q. Okay. And then you testified a moment ago that
18 you -- you were call -- your office was calling Pop to
19 facilitate execution of the will, is that correct?

20 A. Correct.

21 Q. So ---

22 A. Well to -- to -- to -- one, have him sign that
23 retainer. So if you see on the second page at the very
24 bottom, I have the folks sign saying that I had spelled
25 everything correctly and that as I lay out exactly what they

1 want in their specific devices, that is that I often -- we
2 have people change their minds. So what they want on that
3 retainer is exactly correct.

4 Q. And did he ever execute that retainer agreement?

5 A. He did not.

6 Q. Okay. You -- you testified a few minutes ago that
7 -- that you wouldn't draft anything unless he confirmed it by
8 executing your retainer agreement. Is that correct?

9 A. That's correct. So my file did not have any
10 drafted documents.

11 Q. Okay. And, but he never -- he never executed the
12 retainer agreement. You never drafted documents. Did he
13 ever call your office back to make another meeting or to
14 reach back out to you with respect to the retainer agreement
15 or the engagement?

16 A. He -- he did not. And we could not get ahold of
17 him. Because every time we called the house we got his
18 daughter and I want to say maybe once his son.

19 Q. Okay. And you were not on those phone calls
20 though, correct?

21 A. That's correct. Okay.

22 Q. So he -- he -- he wanted to do something enough to
23 get out of bed, but not enough to sign an a retainer
24 agreement with you after your initial meeting, is that
25 correct?

1 A. Can't tell you if -- if the motivation behind
2 there. I can only say he did that. I did not receive a
3 signed for retainer back and I did make inquiry and I
4 remember this -- this file and I don't remember much lately,
5 but I remember this one because I -- I remember Mr. Taber
6 face. He was very conflicted when he came into see me. He
7 was ill and he wanted these changes and I think if you guys
8 will look at the retainer agreement, I didn't charge a lot to
9 do these changes for him because I -- frankly, I felt bad for
10 him. I wanted to help him.

11 Q. Okay. But he never signed a will with you,
12 correct?

13 A. No -- no, I did not draft a will.

14 Q. And -- and you were not present in 2015 and have
15 no knowledge as to whether things were fair or not as he was
16 speaking with Jack Howard to draft the 2015 will correct?

17 A. I -- I can -- I can only speak to the time in
18 which I met with him and what I drafted.

19 MR. MCGOUGH: Okay. No further questions, Your Honor.

20 THE COURT: Any redirect, Mr. Lee?

21 RE-DIRECT EXAMINATION

22 BY MR. LEE:

23 Q. Just a few questions, Ms. Patterson. And I'll --
24 I'll debrief. Just want to reiterate, is it -- is it my
25 understanding that Mr. Taber thought you -- told you that you

1 he thought the 2015 will was unfair?

2 A. He did. He was very conflicted about it.

3 Q. Is it my -- am I correct in stating that he told
4 you the 2015 will had errors in it?

5 A. Correct. In fact, I -- I pointed out the error
6 because I looked up the properties in preparation for the
7 meeting. It seemed like there was maybe incorrect references
8 to lot numbers or calls. I just remember there being errors
9 within the document.

10 Q. Was it your impression that Mr. Taber changed his
11 mind or as an attorney, did you get the feeling that he may
12 have been prevented from speaking to your office?

13 A. He -- Mr. Taber wanted to make those changes and I
14 could tell that it was so important to him that, and I wasn't
15 sure if money was an issue, but I -- I didn't charge a lot so
16 that he wouldn't find it an owner's fee. And I agreed to
17 come out to see him. I followed up several times because
18 again, I -- he was very -- very mild and unique and I wanted
19 to help him. I don't know what happened once he left my
20 office, but I wanted to make sure that I did everything I
21 could to help him. And I feel like there might have been a
22 reason we were not prohibited or we were prohibited from
23 speaking to him.

24 MR. LEE: Thank you, Ms. Patterson.

25 THE COURT: Any recross?

1 MR. MCGOUGH: No further questions, Your Honor.

2 THE COURT: Ms. Patterson, thank you for your
3 willingness to come testify and please enjoy your vacation.

4 THE WITNESS: Thank you.

5 THE COURT: All right. Thank you. And so you can get
6 off the call now, Jackie, if you want to.

7 THE WITNESS: Okay.

8 THE COURT: Just one second. I'm taking a note. Mr.
9 Lee.

10 MR. LEE: Your Honor, I -- just to add, what time are
11 you wanting to break for lunch?

12 THE COURT: My time is your time. I don't have any
13 scheduled follow any plans, so we can go all the way through
14 the day. We can break now for an hour or so. What time is
15 it?

16 MR. LEE: It's 11:30. I'm -- just to be forthright. I
17 don't hide things. I intend to try to, and just to help
18 other people's schedules to call everyone that's here today
19 as a witness.

20 THE COURT: Okay.

21 MR. LEE: The next witness will be probably
22 significantly longer than the others. So if we want to take
23 a lunch now ---

24 THE COURT: Might make sense to take it now.

25 MR. LEE: And then come back and run through other run

1 up to 5:00. I mean, that's -- it's -- it's ---

2 THE COURT: You can't go past five, but certainly
3 because the deputies have to have the building cleared by
4 shortly after five. So we don't want ---

5 MR. LEE: I understand. Yeah. And -- and if somehow we
6 don't get through those -- they're subpoenaed through
7 tomorrow.

8 THE COURT: We'll back in the morning. I -- I've got
9 two days cleared -- cleared on the calendar for this, so.

10 MR. LEE: All right. It's -- it's certainly up to you.
11 I'm certainly might don't mind starting if you want to start
12 run 30 minutes and come back.

13 THE COURT: No -- no, I think it's fine. Let's break
14 for lunch now. We'll come back. Is an hour sufficient given
15 the parking garage situation and everything? I mean ---

16 MR. LEE: I think it is, Your Honor.

17 THE COURT: Will that be enough time, Mr. McGough? You
18 get lunch?

19 MR. MCGOUGH: Yes.

20 THE COURT: All right, then we'll meet back here at,
21 let's say 12:45.

22 MR. LEE: Are we able to leave?

23 THE COURT: Oh yeah. It is a locked courtroom. We'll
24 leave it all like it is.

25 MR. LEE: Okay. All right. Thank you, Your Honor.

1 THE COURT: All right.

2 (Off the record.)

3 THE COURT: All right. I trust everyone had a delicious
4 lunch and got a little chance to get away from this place and
5 collect their thoughts for the afternoon. All right, Mr.
6 Lee.

7 MR. LEE: Your Honor, we call Thomas Neil Taber.

8 THE COURT: Mr. -- Mr. Taber, you approach

9 THE CLERK: (Inaudible), left hand, raise your right.

10 THOMAS NEIL TABER,

11 being duly sworn testified as follows;

12 THE CLERK: You want your water?

13 THE WITNESS: I'm good. Thank you.

14 THE COURT: And counsels, let me -- let me make sure I
15 have this right. There's no more zooming of witnesses today?

16 MR. LEE: None today, Your Honor. There would be one to
17 start off today, tomorrow.

18 THE COURT: Okay.

19 MR. LEE: At 9:00 and then one tomorrow afternoon.

20 THE COURT: Okay. That's fine. I just didn't know if I
21 needed to be allowing anyone into the room now.

22 MR. LEE: No.

23 THE COURT: Okay. Thank you.

24 DIRECT EXAMINATION

25 BY MR. LEE:

1 Q. All right, Mr. Taber, I -- I know you know who I
2 am and I know who you are, but can you just state your name
3 for the -- the court's record?

4 A. Thomas Neil Taber.

5 Q. Okay. And where do you live now, Mr. Taber? I
6 live in Greer.

7 A. In Greer?

8 Q. Yes, sir. And are you married?

9 A. Yes.

10 Q. You have children?

11 A. Three.

12 Q. Okay.

13 THE COURT: Just a second, Mr. Lee. Mr. Taber, I need
14 you to speak a little louder and a little closer up to the
15 microphone.

16 THE WITNESS: Yes.

17 THE COURT: You are soft spoken and I was having a hard
18 time hearing you, so ---

19 THE WITNESS: Sorry.

20 THE COURT: No problem.

21 BY MR. LEE:

22 Q. I tell you what, I'll start over just so we make
23 sure we have it right. You (inaudible) there you go. And
24 are you married?

25 A. Yes, sir.

- 1 Q. And her name is?
- 2 A. Dera (ph) Taber. Okay.
- 3 Q. Do you have children?
- 4 A. Three kids.
- 5 Q. Okay. And what were your parents' names?
- 6 A. William Rhett Taber, Jr. And Ann Richard Taber.
- 7 Q. And how many siblings do you have?
- 8 A. I have six, seven counting me.
- 9 Q. And can you identify those siblings for me?
- 10 A. They're all in the room here, Paul and Bob, Pat,
- 11 myself, Rhett.
- 12 Q. Okay. Do you have a good relationship with your
- 13 siblings?
- 14 A. Pretty good. Been (inaudible) with Rhett since
- 15 this came up.
- 16 Q. Okay. And when did your parents pass away?
- 17 A. Mom passed away in '03, Pop passed away in 2019.
- 18 Q. So your mom did pass away first, is that correct?
- 19 A. Yes, sir.
- 20 Q. And what did your mother do for a living?
- 21 A. She was a housewife.
- 22 Q. Okay. And who was the personal representative for
- 23 your mom's estate?
- 24 A. I believe that was probably Rhett.
- 25 Q. And were there any issues you recall, any problems

1 or issues that came up during the administration of her
2 estate?

3 A. After she passed?

4 Q. Yes.

5 A. Yes.

6 Q. Okay. What was those?

7 A. Well I guess he was the trustee or the controller
8 of the trust. I'm not sure proper way to say that, but -- so
9 I think no income tax was paid from 2009 to Pop's passing
10 2019. Also, I know that Pop wanted to do some stuff with --
11 with the will that he felt like he was not able to do because
12 it was tied up into the trust. And also they wanted I guess
13 that Rhett passed they wanted to do an LLC for some of the
14 properties specifically I think Naples up at Fletcher which
15 they could not term -- come to terms with, but Rhett was the
16 controller of the trust side of that.

17 Q. Okay. And -- and let me maybe clarify, did you
18 have any -- did Rhett mess anything up in your mom's estate
19 or did it go fine and close? Was there any lawsuits in
20 regards to your mom's estate?

21 A. None.

22 Q. None. And Rhett was serving as personal
23 representative of her estate, is that correct?

24 A. Rhett and my brother Pat also, yes.

25 Q. Okay. You think Rhett did a good job

1 administering your mother's estate? I mean, if you did --
2 did you have any problems? Did he do anything wrong?

3 A. Just -- just the things that I just listed. I
4 don't think Pop was happy with it, but I don't know.

5 Q. Were those things that Rhett did? I mean for Pop
6 not filing a tax return, is that Rhett's fault or is that
7 Pop's fault?

8 A. Well, I don't know. I mean, Rhett was controller
9 of the trust. The trust should have been paying taxes also,
10 I think just with the properties that, I mean they wanted to
11 do an LLC, but they couldn't come to terms with it. I guess
12 Pop and Rhett had a disagreement about that.

13 Q. Okay. But there was no, there was no filings or
14 any arguments about how your mother's estate was actually
15 probated. Do you understand that?

16 A. I don't know of any legal issues associated with
17 my mom's probate.

18 Q. All right. Great. And what did your father do
19 for a living?

20 A. He was an engineer.

21 Q. Okay. And how -- how long did he work? When did
22 he retire? Do you recall?

23 A. He retired, I think he was about 62-ish in age. I
24 don't remember, I don't know exactly what year that would be.

25 Q. Did your mother and father have a difficult time

1 raising such a large family?

2 A. I don't know how to answer that.

3 Q. Well, they had ---

4 A. They had good days and bad days, I guess.

5 Q. Did they struggle financially?

6 A. They lived tight.

7 Q. You testified in your deposition that you were
8 raised, and I don't mean this to be different and poor, I
9 mean that you were raised fairly poor. Is that accurate? Is
10 that a true statement?

11 A. I don't know if I'd say poor, but they were
12 financially frugal and we -- I wore a lot of hand me down
13 clothes for sure.

14 Q. Nothing wrong with that. So did I -- so that's --
15 that's fine. Did your father and mother ever have any cash
16 flow problems that you are aware of?

17 A. I guess growing up I would, they didn't share that
18 stuff with me up.

19 Q. I mean, you testified in your deposition that your
20 parents did have cash flow problems. Do you disagree with
21 that testimony now?

22 A. Later -- later on I guess they, yeah, they were
23 always, you know, mom liked to dabble in real estate and they
24 would buy and sell and usually did pretty good with that.
25 But yeah, there's, I think like all of us, we -- which we had

1 more cash flow.

2 Q. Right. So there were times in their lives that
3 they may be needed cash to be able to keep things moving.
4 Would that be an accurate statement?

5 A. Yes, it would.

6 Q. Were there any instances, and I'm not aware of
7 any, but were any instances in which any of the children
8 restrained from your parents?

9 A. Estranged?

10 Q. Weren't talking to them, didn't want anything to
11 do with them, in other words, ostracized?

12 A. No.

13 Q. So I mean, they - the kids had a good relationship
14 with your -- your parents, wouldn't you agree?

15 A. Yes, I would.

16 Q. Given their cash flow issues, and I'm not trying
17 to pinpoint one in particular, but given those issues, do you
18 agree that your parents did require at times financial
19 assistance during their lifetime?

20 A. Yes.

21 Q. Okay. And was this financial assistance needed to
22 provide, in your opinion, to provide support for you and your
23 siblings during your lifetimes or was it just for to support
24 Pop and mom? Do you think you benefited from the financial
25 assistance given to your siblings?

1 A. I think it was to support mom and Pop with their
2 real estate transactions and other things. I don't know of
3 any, you know, like -- you know, before mom's death in 2003,
4 you know, they -- there was some money that was lent to do
5 some work up at the Fletcher property and probably some other
6 things, but it was primarily to help mom and Pop. I think
7 before that, I think after mom's death then Pop was less
8 brutal than Mom and actually kind of, I guess -- I guess what
9 you would call the late life crisis compared to a midlife
10 crisis.

11 Q. Okay. Do you agree that your brother-in-law your
12 parents' money during his lifetime?

13 A. Yes.

14 Q. You testified in your deposition, and I'm not
15 trying to put words in your mouth, if you disagree, tell me,
16 we can look at it, but you testified that Rhett -- if Rhett
17 loaned Pop money with the agreement that it should be paid
18 back, that it should absolutely be paid back. Do you agree
19 with that statement?

20 A. I do

21 Q. So ---

22 A. And I would've.

23 Q. Yeah. So if -- so if Rhett loaned Pop money and
24 there's a signed agreement to pay that money back, should
25 that money be paid back?

1 A. Yes.

2 Q. Do you believe the estate, now that Pop's
3 unfortunately passed, do you think the estate should pay that
4 back to Rhett?

5 A. If he had outstanding, if Pop had outstanding debt
6 to Rhett, then yes, the estate should pay that?

7 Q. Correct. Now make sure, so if -- if it's -- if
8 it's shown or proven that there's a debt that was agreed to
9 be paid back to Rhett, that's still outstanding. You agree
10 that money should be paid back to Rhett?

11 A. Yes.

12 Q. And did you ever give your money; did you ever
13 loan money to your parents?

14 A. Nothing. (Inaudible).

15 Q. You heard Christopher Farjoun's testimony. Did it
16 surprise you that over the years that Rhett gave him hundreds
17 of thousands of dollars?

18 A. No.

19 Q. Did he loan that money to them? Did you -- that
20 doesn't surprise you?

21 A. No.

22 Q. So you -- you were aware of those things happening
23 that -- that those loans were transacting. Is that true?

24 A. Rhett told me that, yes.

25 Q. I don't mean this as being sensitive. I -- I can

1 tell you I have two children, paying for six, seven kids to
2 go to college. I couldn't imagine. I mean, how do you think
3 your parents were able to pay for those things? I know about
4 you and I think all your siblings went to Clemson, went
5 through -- I mean, how was that possible?

6 A. They -- they -- they struggled and they had real
7 estate deals and they did other stuff, but I don't think that
8 was read back at that time because we talking, these loans
9 happened. We were all old by then. Well, past graduation.

10 Q. Would it surprise you that all the way back to the
11 80s that Rhett was depositing and transferring money to his
12 parents when he was commissioned into the armed forces?

13 A. Yes, it would be.

14 Q. How do you think -- well, let's talk about this
15 first. That exhibit plaintiff's, which one? It's probably
16 one. Do you recognize that? And you -- and you may not
17 recognize the first two, but you recognize the last, Ms.
18 Bridge?

19 A. Yes.

20 Q. And -- and you heard Jack Hader testimony. Is
21 that something that you sent to Jack in that email?

22 A. It is.

23 Q. Okay. And why did -- why did you send that to
24 Jack?

25 A. What do you mean?

1 Q. Why did you send these spreadsheets to Jack?

2 A. Well we would go to Jack's office and Pop would
3 talk, and in general terms about this property and that
4 property and he -- I thought it would be nice to have it
5 written down. Pop actually had a handwritten spreadsheet
6 that looked almost identical to this one that had the
7 properties listed and values beside each property. And I
8 added two columns. I told Pop, I said, I'll just add these
9 just as a sanity check to check against your numbers. And
10 that was the -- a Zillow and I think I added a -- that says
11 posted Fair Market Value. I guess that was from the tax
12 assessment. And then I added, so it was the tax figure and
13 then the Zillow. And not to be in exact numbers, just to be
14 kind of sanity checks against Pop numbers.

15 Q. I understand. So -- but there is no dispute that
16 all three of that you prepared these -- these three
17 (inaudible). Is that accurate?

18 A. That is correct.

19 Q. Okay. And did you sent them to Jack Howard and
20 that you subsequently met with Jack and Pop and discussed
21 those spreadsheets? Is that accurate?

22 A. Yes.

23 Q. Let's see. Tell me what the -- the front -- the
24 first page Pop properties. Tell me that, what is that?

25 A. You talking about to call them under properties?

1 Q. Well, the -- the whole thing, I mean, what -- what
2 is the purpose of this section of the spreadsheet?

3 A. That was to list out all of the properties that
4 Pop had that you know, because he had to -- you got to have a
5 list before you can start dividing it up.

6 THE COURT: Mr. Lee, the court would like a copy of the
7 exhibit.

8 MR. LEE: I tell you what, you look at these, we'll give
9 you those.

10 THE COURT: Thanks.

11 BY MR. LEE:

12 Q. How do you make so many copies? The -- tell me
13 this, how much debt was that spreadsheet detailed that --
14 Pop's rent? So says right under the -- that ---

15 A. Yeah, I'm looking, it says to Rhett and it's got
16 340,000.

17 Q. Okay. And you heard Jack Howard testify that debt
18 was satisfied, correct?

19 A. As part of the property transfer? Yes.

20 Q. So, and you say property transfer that the 28.48
21 acres that got transferred to Rhett, that satisfied that
22 debt, Rhett is no longer owed that money.

23 A. That plus a lot in Flat Rock. Yes, sir.

24 Q. Okay. But that \$340,000 debt went away?

25 A. Yes.

1 Q. Okay. And the consideration that satisfied that
2 was the 28.48 acres. Right? And you -- you said something
3 ---

4 A. And a lot in Flat Rock. Yes, sir.

5 Q. Okay. And so upon your father passing, would you
6 agree with me that he didn't think he owed rent that
7 \$340,000?

8 A. Absolutely correct.

9 Q. Okay. And that he thought when he gave Rhett or
10 transferred to Rhett the 28.48 acres, and you're testified a
11 lot in Flat Rock, that those two transfers satisfied the
12 \$340,000 debt?

13 A. And Pop's mind, those satisfied the debt plus
14 some.

15 Q. And we'll get -- we'll get to that, but in
16 essence, the debt is gone, correct?

17 A. Correct.

18 Q. So is it your contention that it was the 28 acres,
19 28.48 acres and the Flat Rock that satisfied the \$340,000 of
20 debt?

21 A. Yes.

22 Q. Okay. And Jack Howard testified he didn't mention
23 the Flat Rock debt, he just talked about the 28.48. So where
24 did that come up? Where did the Flat Rock one come into?

25 A. I don't remember the exact date, but the meeting

1 that Mr. Howard talked about -- we had in his office several
2 of my siblings, Rhett, myself, Pop were there, Jack Howard
3 was there. They were discussing, you know, what the transfer
4 would be, what would satisfy the debt.

5 Q. When you say debt, you mean the 340?

6 A. Just -- yes. And I guess Pop and Rhett were
7 having an argument about the amount of property that was
8 being transferred and Pop was saying, well, there's too many
9 acres there. I said, that's worth more than we owe you. And
10 Rhett said, "That's absolutely not true. This is what we
11 agreed to and this is what I want you to stick with." And --
12 and then it was a pretty contentious meeting. Voices were
13 raised. I guess -- then I think Pop finally just said, or
14 maybe Jack Howard, I don't -- I don't remember who -- "What
15 would it take, and then for you, what would -- what do you
16 think it should be?" He said, "Well, I want that property the
17 way it was drawn up." And Pop -- Pop contained it. Well, I
18 -- Rhett said -- Pop said it was too many acres. And Rhett
19 said, "Well, you the one that drew the lines on the plat and
20 this is what we agreed to -- to settle the property back the
21 previous year." And Pop said, "Well, I drew the lines where I
22 drew them just because it made sense on the plat, not because
23 I felt I owed you that much." And -- and then -- and in the
24 end, I guess it got, "Well what would it take to settle this
25 with?" And -- and Rhett said, "Well I want the property the

1 way it was drawn up and then I want a flat rock block too.

2 And Pop -- so Pop agreed to that just to get out of there.

3 Q. Okay. And we'll talk about this later on, but was
4 Pop under the belief that Rhett had been overpaid in that
5 transaction?

6 A. Pop thought that the property he gave Rhett was
7 worth more than this figure. Yes.

8 Q. More than the 340?

9 A. Yes.

10 Q. Okay. And did you ever talk to Pop about that?

11 A. Yes.

12 Q. What'd you -- what was the conversation?

13 A. Basically just that -- that.

14 Q. Did you agree with Pop?

15 A. I did.

16 Q. And did you tell him that? Did you say, yeah, I
17 agree Pop, I think he got cheated or I think you got ---

18 A. I told him that, you know, Pop came -- Pop came up
19 with these numbers and afterwards -- well, okay, we going
20 back into where the numbers came from we were one day at Jack
21 Howard's office and we were, you know, we were trying to go
22 through the list and put numbers on things and I think, you
23 know, Pop had numbers on everything and I think he had a -- a
24 lower number on that property. And Jack Howard lived up here
25 and says, I know the property up there, that property is

1 probably worth 15, 16,000 an acre. And Pop said, "Well, I --
2 I don't know. Well we just use the lower number then, 15"

3 Q. Did you ever have it appraised?

4 A. Not at that time, no. I didn't have any of these
5 appraised. All of these were just estimates, but -- so -- so
6 that's the number we use.

7 Q. Okay. And when you drafted these spreadsheets,
8 were you serving as Pop's power of attorney at that point?

9 A. No, I was not.

10 Q. It came later. Is that accurate?

11 A. I don't know that I ever served as his power of
12 attorney. I was put on a piece of paper that I could, if I
13 ever chose to, I never executed that.

14 Q. Understood. But you -- theoretically, you were in
15 that position, but you're saying that you never acted in that
16 position?

17 A. Correct. And that would've been done at the time
18 of, I guess around the time of the signing of the will after
19 this, well, after that meeting. Let me show you this. This
20 is petitioner's Exhibit 3. Do you recognize that deed?

21 A. I cannot write off.

22 Q. Okay. Jack Howard testified that that's the deed
23 that transferred the 28.48 acres for Rhett. Okay. Do you
24 disagree with that?

25 A. No.

1 Q. All right. Read at the top, the -- the, what's
2 the consideration for that deed? The -- the dollar amount.

3 A. Consideration of \$222,788.75.

4 Q. And -- and what's the words after that and what?

5 A. And satisfaction of indebtedness from grantor to
6 grantees, to the grantor and hand paid at and before the
7 sealing of these presents.

8 Q. So Jack Howard testified that that transfer was in
9 satisfaction of \$340,000 worth of debt. Is it your testimony
10 it was that plus another lot at Flat Rock? Is that accurate?

11 A. Yes.

12 Q. Okay. And do you think that that was a fair
13 exchange? Let's just go with your -- your -- do you think
14 the Flat Rock lot and that transfer, do you think it was a
15 fair exchange for \$340,000?

16 A. I don't know.

17 Q. Okay. When you told Pop, when you thought Rhett
18 had been over there.

19 A. At the time, I guess I -- I mean, I don't know. I
20 don't remember exact numbers and things. This is 10 years
21 ago.

22 Q. Well -- well, tell me this, why did you -- why did
23 you agree with Pop and tell Pop that Rhett had been overpaid?
24 Explain that to me.

25 A. Because I took 15,000 per acre plus the value of

1 the Flat Rock Lot plus the value of a couple of tractors and
2 a value of the structure that was on the property. And I
3 came up with a number. And then -- and then compare that to
4 this number and that was the difference.

5 Q. And -- and let me ask you this, if -- if that was
6 proven to be untrue, if that property was not worth what you
7 thought it was worth, but it was actually a fair transaction,
8 dollar for dollar, do you think that your father would've
9 reduced Rhett -- Rhett's inheritance the way that he did?

10 MR. MCGOUGH: Objection. Calls for speculation.

11 THE COURT: Mr. Lee, I'll hear from you.

12 MR. LEE: I can rephrase it.

13 THE COURT: Okay.

14 BY MR. LEE:

15 Q. Did you testify in your deposition that the reason
16 that Pop reduced Rhett's inheritance was because of the
17 overpay?

18 A. Probably did.

19 MR. MCGOUGH: Your Honor, that doesn't change the
20 substance of the question. That it's still speculative in
21 nature in terms of he's trying to ask him to get into the
22 head of the decedent just because he testified to it in a
23 deposition doesn't change that fact.

24 THE COURT: Mr. Lee?

25 MR. LEE: The fact that he testified to it. I'm not

1 asking -- offering it for the evidence of the truth therein,
2 he's testifying that he told Pop and they agreed to have
3 conversations that the reason that Rhett had been overpaid.

4 THE COURT: Are -- is your question what was told or why
5 it was told?

6 MR. LEE: What was told.

7 THE COURT: By?

8 MR. LEE: Tom.

9 MR. MCGOUGH: Again, we don't have an issue with him and
10 I think he's already testified to saying, Yes, I told him
11 this. It's getting into the fact of what did Pop think when
12 you told him that that is an issue for us? And all, you
13 know, we're not -- this is also not a hearsay objection,
14 we're just again and testimony where he's saying get into
15 Pop's head and tell me what Pops did that that is a
16 speculative question.

17 MR. LEE: Clearly he can't testify as to what Pop said
18 on within his statute. I'm not asking what he said.

19 THE COURT: No -- and he -- he's saying -- he's asking
20 what he's saying. Mr. Lee, I think the objection is what was
21 in Pop's mind. No one knows.

22 MR. LEE: I'll rephrase.

23 THE COURT: So let's stay away from what was in Pop's
24 mind.

25 MR. LEE: All right. Yes, sir.

1 BY MR. LEE:

2 Q. So was it your opinion that Rhett had been
3 overpaid in that transaction?

4 A. It was my opinion, yes.

5 Q. Did you communicate that opinion to Pop?

6 A. Pop thought the same, yes.

7 Q. Why did Pop, if you know, why did he reduce
8 Rhett's inheritance?

9 MR. MCGOUGH: Same objection Your Honor.

10 THE COURT: He says if you know.

11 THE WITNESS: Because of he was -- Pop thought that
12 Rhett had -- had already received part of his inheritance.

13 BY MR. LEE:

14 Q. So it's your testimony ---

15 A. His overpayment.

16 Q. --- so it's your testimony that the overpayment
17 and these transactions resulted in Rhett's inheritance being
18 reduced, correct?

19 A. Yes.

20 Q. All right. You testified in your deposition that
21 you thought that amount was approximately \$280,000. Do you
22 still agree with that amount?

23 A. I -- I ---

24 Q. Okay, let's look at page three. I'm disputed.

25 Yeah, petitioner's exhibit, the -- the spreadsheets. Look at

1 page three, please. And I am going to specifically ask you
2 about this -- this here. This is the section. What does OP
3 stand for by Rhett's name?

4 A. I -- I -- I'm not sure but I probably put my,
5 probably as an acronym for me that stood for overpayment or
6 something like that.

7 Q. And that's what you testified to in your
8 deposition, so you don't disagree with that -- that it stood
9 for overpayment. How much, if I represented to you that
10 Rhett's inheritance on that spreadsheet is approximately
11 279,000 and some change less. Would you disagree?

12 A. No.

13 Q. Okay. So is that where you came up with the
14 figure that Rhett had been overpaid \$280,000 in that
15 transaction?

16 A. I don't know if I came up with an exact figure for
17 what it was, but this -- that was the difference in the --
18 the splits. But yeah, it brought in that order of magnitude.

19 Q. So is it still your opinion, and I'm going to take
20 into consideration the Flat Rock lot too, that Rhett was
21 overpaid \$280,000?

22 A. Yeah.

23 Q. Okay. Was Pop upset about the overpayment?

24 A. No.

25 Q. No, no.

1 A. He was not.

2 Q. But you testified just a minute ago that he based
3 -- the reduction in Rhett's inheritance on that. So he
4 obviously took consideration ---

5 A. Beside an angry person. He wasn't upset or mad or
6 vindictive or anything like that. He just -- his goal was to
7 try to do a split so that everybody would be as -- seen as
8 fair or not showing favoritism or things like that.

9 Q. And did you ever discuss that specific amount with
10 Pop?

11 A. This amount?

12 Q. The 280,000?

13 A. I'm -- I'm -- I mean it's right here so I don't
14 know if we specifically discussed it, but I mean it was known
15 to Pop. Yeah.

16 Q. Did you and Jack Howard and Pop meet and talk
17 about this overpayment and discuss it?

18 A. And at least in general terms, yes.

19 Q. Okay. Why wasn't Rhett there?

20 A. I don't know. We would have to ask Pop that.

21 Q. When you sent that spreadsheet to Jack Howard, you
22 emailed it, correct?

23 A. I did.

24 Q. Why didn't you copy your siblings? All of them.

25 A. Because it was Pop's will not family will.

1 Q. Correct. But you're involved so why not involve
2 the whole thing?

3 A. I got -- I was involved because -- because Pop
4 asked me to get involved, it wasn't because he wanted to
5 share all of this with everyone, although he probably
6 would've Pop was very open.

7 Q. You don't think it was important if you're talking
8 about an alleged overpayment to receive by Rhett to include
9 Rhett in that conversation?

10 A. I think Pop's will is Pop's will. Pop, could do
11 whatever he wanted to do with Pop's, it's Pop's property. He
12 does what he wants to do with it.

13 Q. All right. Let's talk about that vein for a
14 minute. If Pop realized that he made a mistake and that the
15 will wasn't fair and he based it on facts, not numbers given
16 by Jack Howard or estimates, facts, do you think that the
17 court should change this to comply with his intent?

18 A. Well, I think that's the same question I objected
19 to before, but -- but I don't mind answering it. I had a --
20 I had a -- an appraisal done of that property after the will
21 was signed, which I'm sure you're aware of. I sent Rhett a
22 copy of that appraisal. I also told Pop and I probably
23 discussed it with Jack Howard. I don't remember
24 specifically. And the -- the reason I did that was to be
25 extremely fair to Rhett trying to be, and to make sure he

1 didn't get overly shortchanged because that was certainly not
2 my goal. I didn't -- at that time, my thought was I didn't
3 want to end up in some place like this one day or even not
4 this, but just Rhett to feel like he got overly shortchanged.
5 I -- so I had an appraisal done. And when -- when -- when
6 did you have that appraisal done? Probably three or four
7 months after the will was signed.

8 Q. Okay. And what did that appraise to?

9 A. I think it was about roughly 11,500 an acre.

10 Q. So total?

11 A. Well times 28 acres or whatever the acres was 300.
12 I don't recall the exact number and you can do the math
13 better than I can, but I think per acre was about 11,400
14 which is about 3000, three and a half thousand less than what
15 Pop thought it was at the will signing.

16 Q. Did you have that appraisal done as of the date
17 that Rhett received the property or did you have that
18 appraisal just -- just an appraisal done?

19 A. I don't know what date Rhett received the
20 property. I just had an appraisal done.

21 Q. He received the property on July 15th. Did you
22 ask the appraiser to go back and appraise it on July 15,
23 2015?

24 A. I don't know what the date was. I had no -- no
25 bearing at all of when the property was actually transferred.

1 I don't -- I have no idea. I just thought I would get an
2 appraisal done just to make sure everything was fair.

3 Q. If there was a new appraisal as of the date that
4 Rhett received that property that showed that there was no
5 overpayment, would that surprise you?

6 A. Yes. Well, I -- well, I'm not -- I'm not sure if
7 I understand the question.

8 Q. If -- if we had the property at the 28.48 acres
9 appraised and it appraised for less than 340,000, which
10 you've already testified that was a consideration. There's
11 no overpayment. Correct?

12 A. If -- if the -- if the property appraised at, I
13 guess we used the number, I think originally is about 15,000
14 and then the appraisal I came, I got was 11 and half
15 thousand. So it was about roughly three and a half dollars
16 an acre difference. And I'm not sure I understand what
17 you're asking.

18 Q. What -- what debt was satisfied by the 28.48
19 acres? How much? 340,000? Correct?

20 A. Yes.

21 Q. If the property appraises for less than \$340,000,
22 did Rhett get an overpay?

23 A. No.

24 Q. Knowing that, and we'll get to that down the road,
25 would you agree that that would've been a mistake for Pop?

1 If that's true to think that Rhett had received an overpay?

2 A. If we discovered that the land was worse
3 considerably more than what we thought then, yes.

4 Q. But well considerably less than what you were
5 talking.

6 A. Yes, but I can say that about each of these
7 properties, each of these are estimates. So would we --

8 Q. Wouldn't you agree that the only persons who had
9 their inheritance reduced in this room is right here?

10 A. Yes.

11 Q. So he's the only one that got affected?

12 A. No.

13 Q. Who else got -- who else had their inheritance ---

14 A. Well, the properties are here, it's a whole list
15 of properties that everybody got a piece of the property.

16 Q. Go back to that paragraph. Everybody got the same
17 amount except ---

18 A. I didn't say everybody got the same amount.

19 Q. That spreadsheet says that's what you all were
20 aiming for, correct?

21 A. Well, the spreadsheet says that's, yeah, keep in
22 mind this is -- this is mine. Pop was -- Pop -- when Pop got
23 me involved, I told him I would try to at least just look at
24 the numbers and just make sure that, you know, things were
25 somewhat even or whatever, just on a numbers basis. Pop

1 didn't care about the numbers nearly to the point that I did.
2 I was trying to do this just to make sure that, you know,
3 keep some -- just to make sure that Pop wasn't, at least in
4 his head unfair to anybody where by somebody was getting more
5 than others. But there was -- Pop was having a lot and Pop
6 really, really struggled with this. He -- he -- the only way
7 to do this equally would be to sell everything and split the
8 dollars. He didn't want to do that. And you know, but there
9 -- there's really no other way. He looked at a lot of other,
10 he looked at a lot of factors like the -- some of the kids
11 loved the beach so they'd have a bigger -- they would've more
12 interest in the beach house and kids live in Greenville.
13 They have more interest in Greenville properties. So the
14 people have, you know, for various reasons. I mean, and a
15 lot of this stuff goes back to -- and I know some of this
16 stuff even goes back to properties that were doled out back
17 when mom was still alive, you know? Okay. Pop didn't put a
18 lot of weight on that, but he -- he knew that some people got
19 more in those transactions than others also.

20 Q. Well, you -- you say that the dollar figures
21 weren't important to Pop, but he cut Rhett's inheritance by
22 \$280,000. So wouldn't you agree it was kind of involving
23 Pop?

24 A. Well I think generally speaking he thought that
25 Rhett -- he was less concerned about an exact dollar figure.

1 He keeps setting a dollar figure and I have one type here, he
2 just -- because I can work a calculator, but I think the
3 exact dollar amounts were less important to Pop than specific
4 pieces of property. And just trying to be fair. Pop -- Pop
5 was worried that Rhett -- I -- I think Pop was worried that
6 Rhett would be seen as getting -- he didn't want -- he didn't
7 want to show favoritism to Rhett.

8 Q. Would you agree he certainly didn't by giving him
9 ---

10 A. I would agree.

11 Q. --- substantially amount less than you?

12 A. I would agree.

13 Q. Okay. And would you agree, you've already
14 testified that the reason he did that was because he thought
15 we had already got an overpayment?

16 A. Yes, I agree.

17 Q. And if that overpayment doesn't exist, if the --
18 if the decision was made based on an incorrect information,
19 what -- what -- is that a mistake? I mean, yes or no? Is
20 that a mistake if you base a decision on incorrect
21 information?

22 A. Well it is, but I did have an appraisal done in a
23 short time period after the will was signed, Pop was aware of
24 it. By this time Rhett got a copy of the will, Rhett's got a
25 copy of the appraisal, Pop was well aware of all of this and

1 he had four and a half years or whatever to do something
2 about it. He chose not to.

3 Q. You heard Jackie Patterson, he tried. You do not
4 think that ---

5 A. I heard Jackie Patterson. I didn't agree with
6 much of what she said.

7 Q. Why not?

8 A. She met Pop for one visit and she knew exactly
9 what was in Pop's head.

10 Q. Well, you came up with a spreadsheet and put it on
11 paper and there appears to be a lot of inaccuracies and wrong
12 information. Should we trust you?

13 A. I -- I -- I don't know that you've pointed out any
14 inaccuracies.

15 Q. Look on page one. See where it says 12.7 Bellevue
16 Bond or Bond Bellevue School Road under Pop's Properties?

17 A. No sir.

18 Q. 12.7?

19 A. Yes.

20 Q. Who owns that property?

21 A. (Inaudible).

22 Q. Who does that -- who does that spreadsheet say
23 owns that property?

24 A. Well, it's got Pop's name beside it.

25 Q. Would it surprise you to know that that property

1 was bought by Rhett, the third party?

2 A. If I paid right now I don't even know what
3 property it is. I'm trying to figure it out.

4 Q. Okay.

5 A. So I see two Bellevue School Road properties here.
6 One's got -- and the number here was 14,000. Oh. And it's
7 scratched out to 15,000.

8 Q. There's -- there's one that says 41 acres.
9 There's one that says 12.7. Is that accurate?

10 A. Yes.

11 Q. Who owns that 12.7 acres?

12 A. I -- I don't remember. I don't know what -- I
13 don't -- I can't place what track that is. I see two tracks
14 here.

15 Q. You created the spreadsheet. I'm just ---

16 A. 10 years ago. I haven't seen this. I've seen
17 this and I saw it quickly at my deposition for about five
18 minutes and since before that was nine years ago.

19 Q. So, well, we've established it was used to do your
20 dad's will.

21 A. Yes, sir.

22 Q. Right? Correct?

23 A. (Inaudible).

24 Q. So if that property was never owned by Pop, always
25 owned by Rick, bought from a third party, do you think that's

1 the problem? Do you think that's a mistake? Pop thinks he
2 owns that property and ---

3 A. Pop -- Pop knew exactly what Pop owned?

4 Q. Not if you tell what ---

5 A. I had here -- Pop knew what Pop had. Do you know
6 what you owned? Yeah. You think you're smaller than what
7 Pop was?

8 Q. At that age I can't tell you Mr. Taber, I'm asking
9 you, why did you put that property ---

10 A. I don't, I -- I -- I don't ---

11 THE COURT: Mr. Taber. Mr. Taber, I understand things
12 can get a little heated in the courtroom, but let's -- let's
13 try not to direct any questions to counsel?

14 THE WITNESS: Yes, sir. I'm sorry.

15 THE COURT: No problem.

16 BY MR. LEE:

17 Q. I'm not trying to run you up. I'm saying why is
18 that property on there if Rhett owned it?

19 A. I don't know. To be honest with you, I -- I don't
20 remember 12 acres being on there and this was probably a very
21 early rough draft. I -- I don't know.

22 Q. Okay. Would you agree with me that if there's
23 properties on the spreadsheet that were looked at that it
24 could have confused Pop?

25 A. I guess it's possible.

1 Q. Okay. That's all I'm getting. Look at page three
2 of the exhibit. The last -- the third page with the OP and
3 the overpayment. What are those Rhett's land trainings? Can
4 you explain that to me?

5 A. I think that these were stuff that I put together
6 for Rhett because at the time Rhett was doing, I don't know
7 the best word, complaining about the property Allen Lane that
8 he co-owns with several of my other siblings and wishing me
9 he had never walked into any of that and then he didn't like
10 having property next to them and wished he could just get out
11 from under it. And we had talked about him possibly trading
12 someone at Allen's Lane property for other stuff. And of
13 course I showed that to Pop and Pop looked at that and he
14 said, I'm not interested in any of that. We never talked
15 about it. He never looked at it, never put any weight on it
16 and I -- and I didn't either.

17 Q. In each of those scenarios how much debts listed
18 being owed of Rhett?

19 A. Well you owed off written inheritance, looks like
20 412.

21 Q. Well, it says Rhett, owed Rhett. How much is
22 that?

23 A. 340.

24 Q. Is it the same in each scenario?

25 A. Yes, it is.

1 Q. Is that the same 340 referenced on the first page,
2 you think?

3 A. Yes, sir. I'm sure it is.

4 Q. And again, the overpayment that we're also
5 concerned about came from what you -- I'm just trying to get
6 your position now. 28.48 acres, Flat Rock Lot were more --
7 worth more than 340,000?

8 A. Yes.

9 Q. Okay. And your assertion is that they were worth
10 \$280,000 more than those two, correct? Approximately?

11 A. Yes.

12 Q. Okay. All right.

13 A. Yeah.

14 Q. Let me show you. Let's see.

15 THE COURT: Mr. Lee, what was that number you quoted? I
16 missed it. 200 and?

17 MR. LEE: 280,000 bucks.

18 THE COURT: Okay.

19 BY MR. LEE:

20 Q. Give burn this -- this one back. You recognize
21 that document?

22 A. This looks like Pop's will.

23 MR. LEE: Okay. This is plaintiff's Exhibit 2, Your
24 Honor.

25 BY MR. LEE:

1 Q. All right. We've already talked about this, but
2 how did your father meet Jack Howard?

3 A. Well, according to what he said this morning, he
4 met him back in '75 at a dance or something.

5 Q. Okay. And did you ever meet with Jack Howard and
6 Pop to discuss his estate plan in regards to that will?

7 A. Yes, I did.

8 Q. Okay. And you heard Jack Howard and I go through
9 and match up the spreadsheet and the will. Do you agree with
10 our assessment that the spreadsheet in regards to the real
11 properties corresponds with that will?

12 A. Yes, I do.

13 Q. How did your father get to meetings with Jack
14 Howard?

15 A. How did he get to meetings?

16 Q. Yeah, how did -- how did he get to Jack's office?

17 A. He drove.

18 Q. Okay. Did you -- did you go with him or did you
19 have to go with him or could he drive by himself?

20 A. He could drive by himself, yeah.

21 Q. Did you choose to attend some of those meetings to
22 -- to assist in trying to plan things out?

23 A. I -- I was at several of those meetings.

24 Q. Okay. Did you witness your father sign that will?

25 A. Not that I recall.

1 Q. Okay. Did your father rely on people for
2 assistance during his life? I mean, did -- up until the day
3 he died, was he pretty self-sufficient or was he not
4 self-sufficient?

5 A. I would say he was very self-sufficient up to the
6 last -- well, I guess the last couple years. And then really
7 he was -- I mean, I guess by -- depends on your definition of
8 self-sufficient, he was still driving himself till probably
9 the last month or two, couple months.

10 Q. Okay. Did -- do you agree with me and just
11 clarifying things, you sent those spreadsheets to Jack,
12 correct?

13 A. I did, yes, sir.

14 Q. And those spreadsheets correspond at least as to
15 the real properties, exactly with that will, correct?

16 A. They correspond very closely as well, yes.

17 Q. And that spreadsheet provides for debt being owed
18 to rent for \$340,000. Correct? Ensure assertion that in
19 order to satisfy that debt, the Flat Rock lot, and we'll talk
20 about that shortly, and the 28.48 acres wipe that debt clean.

21 A. Yes.

22 Q. And again, for the court's verification to mine as
23 well overpayment that you -- that was alleged was
24 approximately \$279,000 and that was the result.

25 A. I -- I -- I -- the number seems high of me now,

1 but I'd have to sit down and write it all up. But that's
2 what's on here and -- and it's -- I've have to study it.

3 Q. But would you agree with me if that's what was
4 discussed with Pop? If that's on the spreadsheet?

5 A. I'm looking -- I'm looking for that number. What
6 it ---

7 Q. Page three, the -- the bottom paragraph. And I
8 don't have a ---

9 A. Can you point it to me?

10 Q. Yes, I can. So the difference that number three
11 of things done too in 26,650, is that the overpayment?
12 Because I mean, that -- that's my survey. Is that where that
13 overpayment came from?

14 A. Looks like, yes, sir.

15 Q. Okay. And I'm going to represent to you, and we
16 can do the math later, the court concern it's about 279,000.
17 Okay. So Rhett's inheritance is reduced based on the belief
18 that he is already received an overpayment and that real
19 estate transfer, correct?

20 A. Yes, sir.

21 Q. All right. Show you these. Do you recognize the
22 -- I'm sorry?

23 A. I don't know if I've ever seen these before. I
24 don't think so.

25 Q. Okay. Look at the signature on those pages. Do

1 you believe that to be or does that look like your father's
2 signature?

3 A. I suppose so. I mean, you're telling me it is. I
4 believe it.

5 Q. Well, I -- I wasn't there -- I can't tell you.
6 I'm saying do you have any reason to believe that it isn't
7 your father's signature?

8 A. No, I don't.

9 Q. I'm going to represent to you, and -- and I'm not
10 going to admit this into evidence yet, but I'm going to
11 represent to you that this is a promissory note showing two
12 debts or a debt owed to Rhett. Do you have any reason --
13 were these debts included in that \$340,000 or are they on the
14 outside of that? Are they in addition to the 340,000 or are
15 they part of that 340,000.

16 A. Well, I don't know. I guess probably in 2014 I
17 think Pop was looking, I redo his will. He was struggling to
18 redo his will because he regrets some money and I guess they
19 had talked about trading some property in exchange for that
20 debt. But Pop didn't know how much he owed Rhett. And Rhett
21 wouldn't ever give him a number. And I guess I called Rhett
22 several times. We had a few discussions about it. And
23 finally I just asked him say, guess your old stop beating
24 around the bush. Give me a number, write it all down, make a
25 list, whatever, just come to what's the number, what does he

1 owe you? And he finally came up with I think the 210 number
2 or some number. And then he -- then after that he paid an
3 additional 42,000.

4 Q. What was that?

5 A. That was some, I guess some credit card debt that
6 he owed.

7 Q. So Pop had a credit card and Rhett paid that off,
8 correct?

9 A. I think that's correct. Rhett paid off of a debt
10 that Pop owed. Sure, sure. And talked about -- added to the
11 number to give to the 340. I don't know what was in the 210
12 number. That number came from Rhett on -- over the phone
13 between him and me, and that's the number I used. And Pop
14 said, whatever Rhett says is fine. You know, Pop -- Rhett
15 never gave us -- provided a list. We don't know what was in
16 that number that on that day that in that conversation,
17 that's what Rhett said Pop owed him.

18 Q. And just to clarify, you -- you do agree that at
19 some point there's a meeting of the minds, I'm going to give
20 you this Flat Rock lot. I'm going to give you this 28.48
21 acres, but I don't owe you that 340,000 bucks anymore.

22 A. That was that in that meeting in Jack Howard's
23 office, that was all kind of came to a head.

24 Q. But that's the correct statement. That's how that
25 --

1 A. Yes, it is.

2 Q. Okay, thank you. Do you have any evidence to show
3 that those notes were paid or satisfied?

4 A. These notes?

5 Q. Correct. Yes, sir.

6 A. I've never -- I don't know anything about -- I was
7 not involved at all or with these notes.

8 Q. I understand. I'm not trying to trick you just --
9 just asking if you have any ---

10 A. No sir, I do not.

11 Q. I'm not saying one way or the other. If those
12 debts or one of those debts is shown to be remaining and
13 unpaid, you think they should be paid that money?

14 A. I find that difficult to believe. I know that Pop
15 thought they were settled.

16 Q. Okay.

17 A. And Pop -- Pop was very clear. He did not
18 overhead anything. He was clear.

19 Q. Based on the transfer of those two parcels, the
20 Flat Rock lot and the -- the 28.48 acres. Right?

21 A. Well that transaction took place to settle this --
22 the 340, and it -- Pop's mind, he did not over any money for
23 anything historical or anything, he was cleared.

24 Q. I understand. Did you ever communicate any of
25 your father's wishes to Jack Howard in regards to what your

1 father wanted his estate plan? Did you ever tell Jack
2 Howard, Hey, this is what they want or anything like that?

3 A. No.

4 Q. Okay. Would you consider that email to Jack with
5 the properties and listing out who gets what? Do you not
6 think that's doing that?

7 A. No, I do not. This is not -- this is not my list.
8 This is Pop's list. I didn't -- I can type and I can use in
9 Excel.

10 Q. Do you have Pop's handwritten list?

11 A. I do have a handwritten list from Pop.

12 Q. Do you? I've never seen it -- so I don't -- I
13 don't know. Well, is it identical or that one?

14 A. It is. I've seen one very close to this. I don't
15 know if I could find it, but I also have one that I gave to
16 these guys a few months ago. I guess I was told it was
17 probably would come up here, would be inadmissible, but I
18 would love for it to be caught out.

19 Q. All right.

20 A. They say pretty clearly states what Pop's wishes
21 were at the time. It's also got some handwritten notes from
22 Pop.

23 Q. How would that differ in Jackie Patterson's
24 testimony of her saying this is specifically what he wanted?

25 A. I put no will on what Jackie Patterson said.

1 Q. Okay.

2 A. I mean, she may leave that and Pop may have gone
3 it, the one thing she said, which was very true, Pop was
4 torn. He -- he anguished over this and he was not happy that
5 we were not happy. Specifically, that Rhett was not happy.

6 Q. Well -- well, do you think there's a -- a distinct
7 possibility that Pop realized, Hey, there was no overpay. I
8 need to fix this.

9 A. There is that possibility that he could have, he
10 had four years to do it. He chose not to.

11 Q. Well, based on Jackie's testimony, he tried and
12 then the (inaudible) passed away.

13 A. Well, I heard that, you know, I heard her say that
14 my sister Ann was somehow hoarding him or keeping him from
15 communicating from her. But that is absolutely absurd and
16 ridiculous. Pop had lots of friends, he could call his --
17 his neighbor, me, Rhett. Rhett was physically with Pop 24/7
18 for the last two weeks of his life, Rhett could have taken.
19 So any of us will holding him back from doing anything is
20 absurd.

21 Q. So you -- you -- you -- either Ms. Patterson is
22 misleading the court or she's mistaken.

23 A. I -- she may believe what she's saying but doesn't
24 make it real.

25 Q. Let's look at these spreadsheets just a little bit

1 longer. How did -- and I guess really I -- I can -- I'm
2 trying to clean some things up. How did you determine that
3 there was an overpay? What'd you base it on?

4 A. I just took this number that Rhett said he was
5 owed and then I took the acreage at the farm at 14 or
6 \$15,000. And then I took what Pop thought Flat Rock thought
7 was worth, which I think was probably 60 or \$70,000. And
8 then we added in for -- there was two tractors and a -- and a
9 structure up there and we put some dollars in for that and we
10 said, okay, this is what -- this is what we think just got
11 transferred to Rhett in this deal. And then I just took what
12 that number was and subtracted this number. And to me that
13 was the overpay.

14 Q. And that was the 279,000?

15 A. Yes, sir. Whatever it was.

16 Q. Would it surprise you that the, the Flat Rock Lot,
17 according to the Henderson County records, shows that the
18 sale price was actually 40,3000.

19 A. Sales price? Sales price to who?

20 Q. To Rhett.

21 A. From Pop? No, that wouldn't surprise me at all.

22 Q. So there's some math if the Flat Rock lot's worth
23 43.

24 A. I didn't say, I think that's what it's worth. I
25 just said that might be what they sold it for. It would

1 never reduce that number for tax purposes and whatever.

2 Q. And would you agree with me -- what you sell
3 something for is what it's worth?

4 A. No. Pop could sell -- pick his own property to
5 somebody for a dollar. Doesn't mean that's what it's worth.

6 Q. Well, but was Pop looking to give Rhett
7 discounted, give him some discounts and then cut him out from
8 his inheritance labor?

9 A. I -- I don't know where the number came from. I
10 think -- I mean right now, I -- I think that was -- well
11 look, I'm not 100 percent sure, but I think a lot we're
12 talking about is a lot. One it's listed on this list is
13 \$67,000. I mean, we -- we're splitting hairs here, but ---

14 Q. Well, I -- I guess here's my question. If -- if
15 the Flat Rock lot was worth approximately, let's just say 60,
16 we may disagree, let's say 60. And the 28.48 acres is worth
17 300. That's 360? Correct. Add those together.

18 A. Uh-huh.

19 Q. The debt was 340. Where's the 280,000 overpay?

20 A. Well, you want me to start my calculator up? I
21 can do that for you, but if that's what you want me to do
22 here. Well ---

23 Q. What -- what evidence do you have to show that
24 there's any other overpayment? There's nothing before that
25 I've seen that shows the overpayment.

1 A. Well, it was 28 acreage times 15,000.

2 Q. But if it appraised for 300,000, it doesn't matter
3 what Jack Howard thought it was worth what -- imagine what
4 the appraisal says it's worth.

5 A. Okay. It was 28 times 11 and a half and I don't
6 remember what the number, the appraisal said. You keep
7 throwing numbers out and I -- I don't know. I don't remember
8 these numbers.

9 Q. Well, I'll ask you this. If the property
10 appraises for 300,000, what do you think the value is?

11 A. I would probably take the appraiser's value.

12 Q. Okay. All right. Good. And then if the land
13 contract to sell the flat rock was 43,000, what's 43,000 plus
14 300?

15 A. 343,000.

16 Q. And the debt to rent was how much?

17 A. 340,000.

18 Q. So at the very least there was a \$3,000 overpay
19 maybe?

20 A. Yes. I'd say that was pretty.

21 Q. So why are we reducing Rhett's inheritance by over
22 a quarter million dollars based on no overpay.

23 MR. MCGOUGH: Objection. Again, same thing.

24 THE COURT: What's the objection?

25 MR. MCGOUGH: He's asking him again. Tell me exactly

1 what Pop was trying to do.

2 MR. LEE: He's testified that he advised Pop there was a
3 280,000.

4 MR. THOMPSON: He can -- he can again say that that's
5 what he told him, but saying why is Pop going to do a
6 reduction? I -- I think that's ---

7 MR. LEE: Thompson property. Ms. Thompson, if he was
8 communicating with Pop in the formulation of how much that
9 differential was, he has to be able to testify about how he
10 came to that differential. That's not speculating about what
11 Pop based anything on. He's already said that he helped Pop
12 figure out what the number was. So the court would love to
13 hear how he got to the number

14 THE COURT: And -- and again, I'm happy to have him get
15 to the number. If I'm being overruled, I'd have him sit
16 down. I just think the question was, well why did he get a
17 reduction to this amount? Again, we're happy that he is
18 testified. I think time to time again, I just think that
19 specific question is getting to what Pop's intent was.

20 MR. MCGOUGH: That's not the question he just asked.
21 The question he just asked was how did you get to that
22 because he was complicit in trying to -- and when I say
23 complicit, I don't mean that in a negative way. I mean
24 understood that working together to formulate that number.

25 THE COURT: Okay. So if the question is, and perhaps I

1 just misunderstood the question is how did he get to that
2 number and how did he convey that it is not what did Pop?

3 MR. LEE: Yeah, the -- the question is this.

4 MR. MCGOUGH: I don't think anybody could testify what
5 was in Pop's mind. I agree with that. Thank you.

6 BY MR. LEE:

7 Q. Yeah. So the simple question is this, you
8 testified that you told Pop it was a 280,000 open payment.
9 How did you calculate that?

10 A. Well, I would have to pull my calculator out
11 seriously to -- to do there. But what I did was what I just
12 explained before and basically it's the same question that I
13 think I tried to answer before. Sure. But I'll try again.
14 Is the number of acres' times what we thought it was per
15 acre?

16 Q. All right. Let me start is when you say number of
17 acres, do you mean the 28.48?

18 A. Yes, sir.

19 Q. Okay. Times what you and Jack Howard were
20 estimated to be the value?

21 A. Yes, sir.

22 Q. Which was what?

23 A. I think it was -- I think it was either 14 or
24 15,000. I think it was 15,000.

25 Q. Okay. But that's not what the appraisal was.

1 Right? The appraisal was some other number. 11 and a half I
2 believe.

3 A. 11 and a half, yes, sir.

4 Q. Okay. And, Your Honor, you not to get ahead of
5 myself. There's a -- there's a new appraisal that has been
6 done that will come in, is less than that, but, All right.
7 So what I'm not trying to figure, I'm not arguing about
8 appraisal for anything.

9 A. Well, I -- I'm just -- I'm just as straightforward
10 as I can. So it was the acreage times 15,000 per acre plus
11 the value of the Flat Rock plot, which I think at the time we
12 probably used probably the 67, we might have used 70,000. I
13 don't -- I don't remember. And then it was the value that we
14 placed -- placed on the house that set the property and the
15 stuff in the property and a couple of tractors and some other
16 assets that are there with the property.

17 Q. When you say house at the property, which one?

18 A. There's only one house on the property. It's a --
19 it is not -- it's an ---

20 Q. Which Flat Rock or ---

21 A. The -- I'm sorry. The -- at the Rhett property
22 ---

23 Q. The 28.

24 A. For it -- the 28, that's a house on it has a house
25 on it. An unfinished house. It's basically a storage shed

1 at this point, but it could be finished.

2 Q. But would you agree with me when you do it, when
3 someone does an appraisal, they take that into consideration.
4 The appraisal's going to appraise the property as it sits.
5 It's not just the land. They appraise everything as whole.

6 A. I don't have to guess. I mean, you can look at
7 your appraisal and see.

8 Q. Just to clarify, you took what you thought the
9 value of the 28.48 acres for us, plus what you thought the
10 value of the Flat Rock lot was.

11 A. (Inaudible) it Popped off.

12 Q. Right. Okay. Yeah, but everybody conclusively
13 agreed. And then you've added on some personal property
14 tractors, which I don't know anything about or haven't seen
15 anything about at all. And you added those together and you
16 subtracted his \$340,000 worth of debt and that equaled 200 or
17 approximately 279,000.

18 A. I think that's the crux of it. Yes, sir.

19 Q. Okay -- okay. All right. The court would like to
20 know how much the house, the personal belongings and the
21 tractors were valued at. If, you know.

22 A. I might be able to find that somewhere at home or
23 in my file somewhere. I don't have any of that with me, but
24 my guess would be the -- the home was maybe worth 25 or 30
25 and the tractors might have been -- one might have been 15

1 and the other one eight or, and then there was a bunch of
2 stuff in it that we probably put in a few thousand more for
3 maybe another 10 or so, couple of shipping containers full of
4 hardwoods and stuff that are there that I don't be honest, I
5 don't remember if we even put any value on that. So there
6 was basically just, you know, things that in talking with Pop
7 and he put numbers on each of those items. That's where the
8 number came from.

9 Q. I mean, that's the first time I've ever heard
10 anything about personal property being included. Would you
11 agree that you've never brought that up before?

12 A. To me, yes, I would.

13 Q. I'm going to.

14 A. Ask you serious -- actually, I'm not sure. It
15 could be in the deposition, but I -- I don't know. You'd
16 have to -- we'd have to check and your ---

17 Q. Counsel can look. I -- I -- I'm representing
18 this. Okay. If maybe -- sure. I say this clearly. If your
19 members, you said you added the things up, you reduced -- did
20 -- if you were wrong, I'm not saying you made a mistake, it
21 happens. If you were wrong and somehow Rhett was negatively
22 affected by that mistake, is inheritance reduced by that
23 mistake? Do you think that's something knowing that Pop --
24 everybody in this that we've talked to said he wanted to be
25 fair and he's a good person? Do you think he wants that to

1 be fixed?

2 A. I think if there was a drastic mistake, it would
3 alternate the facts drastically, then Pop would absolutely
4 want it fixed.

5 Q. You don't think the Court of a million dollars?

6 A. This -- this -- this -- this -- the value of the
7 barn property was undervalued at the time he overvalued at
8 the time he signed the will. But he's been aware of it. I
9 did -- I did tell him I think we -- we misvalued that
10 property. He was aware of it and he says, well, it's just an
11 estimate. Like all these others they're just estimates. So
12 we could have the same discussion about each of these
13 properties and what they were actually worth at the time.

14 Q. You keep saying that, but the only person that got
15 hurt financially is Rhett. We're not arguing about the
16 values because they, you got part of the beach house, but
17 your -- your inheritance didn't get reduced because you got
18 part of the beach house. And let me ask you, do you think
19 \$280,000 is a lot of money?

20 A. It is.

21 Q. So this isn't trivial?

22 A. No, it's not. Do you think it's -- well, the --
23 the difference that we were talking about, the only
24 difference that I'm really aware of is the value of the Rhett
25 property, which is a difference of about \$3,500 an acre times

1 28, which is still not insignificant?

2 Q. But if the properties appraised for the exact
3 amount of the debt, there's no overpayment. Correct?

4 A. If that's what the appraiser says, if you have
5 professional, competent people that values these things and
6 they come out with that number, I'm going to trust their
7 number way over my number.

8 Q. So if you hear somebody getting that same share
9 that you've said and says there was no overpayment in this
10 transaction, do you believe?

11 A. Well, I -- I mean you keep saying that, you know,
12 this -- like I provided all this to Pop and I was painting a
13 picture for Pop -- Pop was a bright guy. I mean he -- he
14 knew what he had. I don't think that ---

15 Q. Well you've admitted that you told him that he
16 overpaid Rhett about \$280,000?

17 A. To think that that wouldn't affect him and it
18 clearly did, is -- is not accurate.

19 Q. Agree.

20 A. Well, Pop -- Pop thought (inaudible) it -- they
21 argued about it in the room. Was that because you told him
22 that this was long before I -- before I got involved with
23 this part of it. This hadn't come up yet. This was in that
24 room at Jack Howard's office. They argued about what this
25 payment would be, but he over it and, you know, it was a --

1 Pop, didn't think that he thought that the 28 acres was too
2 much to pay Rhett back.

3 A. Pop thought that they argued about it. It wasn't
4 me. I wasn't even involved at that point after that meeting.
5 You know, Pop said, well I think Rhett was, you know, he was
6 extremely generous to Rhett. He got more than what I owed
7 him and, and so I put the numbers together and that's what I
8 came up with. So again, maybe the numbers aren't right. I
9 don't know. I don't know that they're that far off either.

10 Q. Well, given that Rhett's your brother, if the
11 numbers are shown to be significantly off, then he should be
12 compensated.

13 A. Yeah.

14 Q. Okay.

15 A. I'll have a problem with that. Sure.

16 Q. Thank you. All right, I'm going to try to cut
17 through this too. If your father was basing his decisions --
18 and please don't think I'm hammering you on the spreadsheet,
19 it happens all the time. Well, maybe I am. But here's the
20 point. If -- if -- if we're basing decisions on inaccurate
21 information, whether it's just a mistake or intentional or
22 whatever, wouldn't you agree with me that mistakes happen?

23 A. I agree that mistake -- mistakes happen and gross
24 errors are made. They should be corrected. Yes, sir.

25 Q. Okay. All right. And again, one of those errors

1 and -- and Rhett will testify and we -- we'll produce, if
2 it's shown that some of the properties listed on that are
3 actually properties that he bought from Jean Crawford. A --
4 a lady that's not Pop. I mean, is that an error if it was
5 listed as Pop's property?

6 A. It was truly Rhett's, it -- it -- it would be, but
7 I don't think that it was.

8 Q. Okay. All right. And it may be that when you
9 searched under the registered deeds it said William Rhett
10 Taber, he's a third and he's a junior. You just assumed that
11 was Pop's?

12 A. It might have been in the early days, but I think
13 anything like this, if that's not Rhett's, it was -- it was
14 fixed before the will was done.

15 A. Let me get over my calculator again.

16 Q. If -- if Rhett was owed \$340,000 and the alleged
17 overpayment is \$280,000, then your assertion is that the
18 value of the two properties that Rhett received along with, I
19 guess now you're saying tractors or whatever was 620,000 as
20 those numbers at it together, would you agree?

21 A. 620. That's what is that?

22 Q. So Rhett was owed \$340,000 in debt, correct?

23 A. Yep. Plus, the overpayment.

24 Q. Plus, the overpayments, that's 620,000. Okay. So
25 that's what you thought Rhett had received \$620,000 worth of

1 real property and two tractors, whatever it ---

2 A. I -- I suppose so.

3 Q. Okay. And again, if it's shown to be
4 substantially less than \$620,000, there was a mistake and you
5 agree it should be fixed?

6 A. Yes, sir.

7 Q. Okay. All right. As -- let's talk a little bit
8 about your -- your role as PR and your dad's estate. What
9 steps have you taken? What -- what are you -- what are you
10 having to manage? What are you doing? You safeguarding the
11 assets? What -- what's in the estate right now?

12 A. Yes. Well, the single list of properties that was
13 here before. The biggest thing to manage is probably the
14 beach house just because it's, you know, weekly rental to my
15 siblings, do the day to day management there. I basically
16 just -- I guess I'm basically a banker.

17 Q. No -- no property's been sold. You haven't sold
18 any real property?

19 A. No. We have not.

20 Q. Haven't leveraged anything, taken out, any
21 mortgages or anything?

22 A. No, we have not.

23 Q. What about your father's personal property?

24 A. We -- what about it?

25 Q. Furniture, clothing, things like that?

1 A. We -- I guess in -- back in February of 2020, we
2 all met at the house and we deeded up all the property and I
3 asked everybody to take away what they wanted at that time,
4 which was done. There was two pieces that Rhett did not pick
5 up at the time, but it's been 3 -- 3, 4 years now. So I
6 guess it's -- but I'm not openly concerned about these two
7 pieces of furniture, but that's -- so the personal property
8 has been divvied up. Most of -- most of the -- some of the
9 stuff is still there at the house, but Rhett took all, I
10 guess.

11 Q. Okay. Let's talk about one thing in particular.
12 Some people may think this is small, I do not. But your
13 father's safe had a -- a -- a set of what we call discharge
14 papers from his time on the service. Do you recall seeing
15 that?

16 A. They had some papers, I don't recall what they
17 were.

18 Q. Okay. Is it true that those discharge papers are
19 currently at your home displayed?

20 A. Yeah. Rhett keeps bringing this up. It was
21 brought up in the deposition and other stuff, and I -- for
22 the life of me cannot understand the importance of these
23 things.

24 Q. Well, I think it's important as a -- as a -- as a
25 -- as a military veteran father being a military veteran. I

1 think that's Watson's.

2 A. There was -- there was papers in the -- in the
3 desk. There was duplicates. I took one set, I left the
4 other set there. I don't know, I -- and -- and if it's at my
5 house, I cannot locate it. I cannot find it.

6 Q. So it be untrue that these were -- those were
7 given Rhett, those were given to him.

8 A. The papers.

9 Q. The discharge papers that your father wanted him
10 to have them, it'd be inaccurate. You're intentionally
11 keeping those from him to hurt him.

12 A. Excuse me.

13 Q. Would it be inaccurate to say that you're
14 intentionally keeping those papers to hurt Rhett?

15 A. That would be very inaccurate if I -- if I could
16 put my hands on them, I would give them to them in a minute.

17 Q. Talk about rent. Who's collecting the rent? Who
18 collects the money for the beach house?

19 A. My siblings collect it. They put it into the
20 account.

21 Q. Is there an accounting you can provide this court
22 or have you been providing this court an accounting to keep
23 them updated on the status of the estate?

24 A. Well, this is the first time I've been in this
25 court, so -- but I have provided it to you in the past and

1 I've provided it to my attorneys.

2 Q. Well, you have to do it so often. It's not like
3 you just do it one time.

4 A. Well, I'll do it every time that you ask for it.
5 I don't know what the rules are and I'm just trying to get
6 through it. I don't if I -- if -- if I have some
7 responsibility to give you this on a monthly basis or some
8 other timeframe, I'm not aware of it.

9 Q. Do you have an estate account open? Is that where
10 the money's deposited?

11 A. Yes, it is.

12 Q. How much money's approximately in that account?

13 A. 100,000.

14 Q. Okay. And what kind of expenses are being paid
15 from that account?

16 A. Maintenance for different properties. Like I say,
17 primarily the beach property. They cut the grass, the
18 maintenance any kind of, you know, painting or fixing up or
19 retention walls.

20 Q. And do you have like maintenance ---

21 A. The -- the -- the maids to clean and I don't, well
22 my brother Paul does most of that or maybe he physically does
23 it himself or -- or hire somebody to come do it.

24 Q. Okay. You paying them fair market value? I mean,
25 how -- why are you using your siblings instead of someone

1 outside the family giving all the disputes too? Why are you
2 paying them out of the state?

3 A. Because I think it would cost a whole lot more to
4 get someone else to.

5 Q. Are they also living at the beach house?

6 A. My sister Ann lives at the beach house.

7 Q. And how much rent does she pay a month?

8 A. You want to let her speak? I -- I don't know.

9 Q. You can guess I'll have, I'll ask her.

10 A. She's probably paying him a thousand a month.

11 Q. A thousand a month? Okay.

12 A. You can ask her for a number. I'm -- I'm
13 guessing.

14 Q. Well, who's she writing the check to?

15 A. She -- she puts it in the account. So she -- she
16 also manages one of the properties. So she gets paid for
17 that and then she has her rent that she owes.

18 Q. Do you think it's prudent to mix all of these
19 income and expenses with beneficiaries? I mean, are we
20 subsidizing Ann's rent?

21 A. I don't think so. I think she pay more rent than
22 we've ever gotten there before.

23 Q. So a thousand dollars a month to live on the
24 beach? Seems fair to you?

25 A. It might be 1200. It might be. I don't remember

1 what we were getting there before, but I know my siblings
2 could tell you. I know Rhett thinks it's not prudent.

3 Q. How do you -- how do you -- have you ever marketed
4 the property for Rhett? Like try to get other renters in
5 there?

6 A. Into that particular unit?

7 Q. Yeah. Any -- any of the units?

8 A. He's a different renter every week.

9 Q. Okay. What about Ann's unit?

10 A. She's been there for probably four years.

11 Q. And do you think it's fair to the other
12 beneficiaries that you could have received more income if she
13 hadn't been there and you think that's fair?

14 A. I think it's very fair. I had no issues with it.
15 I know that Pop would have wanted that. I mean at one time
16 -- at one time, I know years ago Pop told her she could have
17 that property, but you know, and it -- it would be very
18 tickled if she was staying there now and -- and I that --
19 yeah, I think is very fair.

20 Q. Do you understand you owe Rhett and all your
21 siblings a fiduciary duty to make sure you maximize the
22 assets of that estate for their benefit?

23 A. Yes.

24 MR. MCGOUGH: Objection, relevance.

25 MR. LEE: I think clearly I can show if he's not

1 providing counties and not getting fair market value for a
2 rental owned by the estate that's breaching the fiduciary
3 duty.

4 MR. MCGOUGH: What does that have to do with whether
5 this will is subject to a mistake of fact or into influence
6 or the creditor's claim it's before the court?

7 MR. LEE: There's a petition also to remove him to PR I
8 believe or for the county in there at least. I know.

9 MR. MCGOUGH: I don't recall that.

10 MR. LEE: The accounting. Let's look at the petition.

11 MR. MCGOUGH: I know we're right in the middle.

12 MR. LEE: Judge, can I have speak to you for Pat?

13 THE COURT: Yes, sir.

14 MR. LEE: Has children he needs to pick up. He is that
15 under subpoena? I'm fine with him leaving. I just didn't
16 want you to think he left without talking to me.

17 THE COURT: Mr. McGough.

18 MR. MCGOUGH: We have no objection.

19 MR. LEE: Yeah, it is his -- it is not his client, but
20 it's ---

21 THE COURT: I think about him, but I want to give him
22 the opportunity.

23 MR. LEE: Yeah, I'll -- I'll intend to call him tomorrow
24 and he's agreed to be here.

25 THE COURT: That's fine sir. Have a good afternoon,

1 sir.

2 MR. LEE: Thank you.

3 THE COURT: Mr. Lee, it seems that you petitioned for an
4 undue influence and for state of fact. I don't see anything
5 in your petition asking for removal.

6 MR. LEE: Let's see. I can rephrase it, Your Honor. I
7 -- I can get the same.

8 THE COURT: And I don't see any -- no, I -- I -- I -- I
9 said -- sustained the objection.

10 BY MR. LEE:

11 Q. I understand. All right in regards to the
12 creditors claim, in order to pay the funds demanded in that
13 creditors claim, what resources would the estate have to
14 obtain cash?

15 A. I'm sorry, what's the creditors claim?

16 Q. How would -- claim -- so the creditors claim that
17 Rhett filed against the estate, have you seen that?

18 A. The one four ---

19 Q. Like 506 ---

20 A. Or 700,000? Yes, sir.

21 Q. What -- what cash does the estate have to pay
22 that?

23 A. We don't -- we do not have the cash to pay that.

24 Q. Okay. Do you have any cash? You said you had
25 \$100,000.

1 A. That's -- that's about it.

2 Q. Okay.

3 A. We have to sell property to pay that.

4 Q. Okay. Do you think that would be your father's
5 wishes? The property be sold?

6 A. That was not his wish. I guess if -- if all the
7 kids agreed and wanted to sell property, then I could
8 certainly do it.

9 Q. All right. Do you -- you heard Jackie Madison, I
10 know what you think of her testimony, but did Ann ever tell
11 you that Jackie's office called her?

12 A. Yes.

13 Q. She did?

14 A. Uh-huh.

15 Q. And what did she say?

16 A. I -- I don't recall early on, so object to the
17 letter that -- that we reviewed this morning, I think was
18 dated two weeks prior to Pop's death. And I think we may --
19 I don't know exactly when Pop went to visit her, maybe a week
20 or two prior to that, but all of that would've been within
21 the last month of his life. So I don't recall any -- I don't
22 recall ever hearing her name prior to right up near the end,
23 I guess the day before he died. So that would've been on a
24 -- on a Monday that I guess Rhett said that he had called
25 Jackie Patterson an attorney to redo Pop's will. And -- and

1 anyway, I said, you know, I don't -- whatever -- if Pop
2 agrees to do that, you know, I didn't think Pop was in any
3 real state of mind to do that at that time. But at any rate,
4 I think Jackie Patterson called my sister Ann and asked her
5 if she thought that Pop was in any state of mind to -- to
6 execute a will. And -- and I -- she -- I wasn't-- I didn't
7 hear the conversation when I spoke with my sister afterwards
8 and she said that she told her that she didn't -- he -- she
9 didn't think Pop was -- she didn't think that'd be a good
10 idea at that point. Keep in mind that was 12 hours before he
11 died.

12 Q. Understand. All right, let's -- I'm circling
13 back. Almost done. Yeah. I think you've already answered
14 this. I'm talking in general terms. If I -- if I misspeak,
15 please ask me to clarify. If there was no overpayment to
16 Rhett, do you think that that mistake should be correct?

17 A. Perhaps.

18 Q. And you testified to your deposition that if Rhett
19 had purchased property from Pop or transferred something of
20 fair market -- for fair market value to Pop that it shouldn't
21 be counted against his inheritance. Do you agree with that
22 statement too?

23 A. If Rhett transferred.

24 Q. So if Rhett bought property at fair market value,
25 pay a fair price and pay for that property, do you think that

1 property and that transfer should be counted against Rhett's
2 inheritance?

3 A. I'm not ---

4 Q. Not.

5 A. --- following.

6 Q. Sure enough. All right. So I'll ask you this
7 way. If what Rhett paid Pop for the 28.48 acres ---

8 A. Uh-huh.

9 Q. --- was exactly what the 28.4 acres was worth. Do
10 you think that that transaction should result in Rhett's
11 inheritance being reduced?

12 A. In being reduced, if -- no.

13 Q. If the evidence shows that for whatever reason Pop
14 made a mistake when drafting his estate plan for no fault of
15 yours or anybody else's, just a -- just a mistake, do you
16 think Pop would want it to be fixed?

17 A. I think if it was a glaring error that he felt
18 like somebody was drastically shorted, yeah he would probably
19 want that fixed.

20 MR. LEE: No further questions.

21 CROSS-EXAMINATION

22 BY MR. MCGOUGH:

23 Q. Have you got the spreadsheet in front of you?

24 A. Yes.

25 Q. I'm going to stay right there for a minute. All

1 right. Flip to the last page of spreadsheet. Yep, that one
2 right there. All right. Mr. Lee asked you several questions
3 about this little section down here.

4 A. Yes.

5 Q. Right?

6 A. Yes.

7 Q. And asserted that it, it purports to say that
8 there was a debt and that rets inheritance was reduced
9 because of that?

10 A. Yes.

11 Q. Okay. Beside everybody else's name in that table,
12 what -- what number is there? Beside everybody else other
13 than your brother Rhett, there's a number beside everybody's
14 name. What number is there?

15 A. 305,892.

16 Q. \$305,892. Okay. And did everybody else get
17 \$305,892 in value from your dad's will?

18 A. No. They did not.

19 Q. Did you get the same value of property that Sam
20 got from the will?

21 A. Think probably none of ours are equal.

22 Q. Okay. And you didn't get the same as what Pop
23 got, you didn't get the same as what Pat got and you didn't
24 get the same as what Paul got?

25 A. Correct.

1 Q. Okay. So it would be accurate to say that, and
2 Jack Howard testified this morning that your dad wasn't
3 looking at equal value.

4 A. Correct. I think it's not possible to do it.

5 Q. Okay. Sticking right there. But going back two
6 pages on that spreadsheet to the first page of the
7 spreadsheet, we've got testimony about the 340,000. All
8 right? The amount, this amount of the debt you testified a
9 second ago that that number came from Rhett?

10 A. Correct.

11 Q. All right, in between on that table to Rhett and
12 the \$340,000, what's in the middle column? Can you read that
13 middle column for me?

14 A. 210,000 plus 42,758 plus interest?

15 Q. 210,000 plus 42,758 plus interest?

16 A. Yes, sir.

17 Q. Okay. And again, I know we're asking a lot of
18 people to do quick math in your head, but roughly what is
19 210,000 plus 43,000?

20 A. 153,758.

21 Q. 200 and?

22 A. 253,758.

23 Q. 253,000?

24 A. Yes.

25 Q. Okay. And the difference between 253,000 and

1 340,000 is what?

2 A. Interest.

3 Q. But how -- what's that number?

4 A. 90,000.

5 Q. Okay. So Rhett or your dad or you, or however the
6 number -- however the interest got on there believe that
7 there was \$90,000 of interest due on a \$253,000 obligation.

8 A. That's what Rhett asked for. That was our
9 discussion over the phone.

10 Q. Okay. All right. And then the proposals on page
11 two of that spreadsheet, I believe Mr. Lee was asking Jack
12 Howard about those this morning, about these different ---

13 A. Yes, sir.

14 Q. --- different proposals that are there. Were
15 those from discussions amongst the family about how to repay
16 this debt? Where did those -- where did these proposals come
17 from?

18 A. These were proposals that I basically made up
19 myself and I did it this way to -- I tried to help Rhett out
20 because he wanted to get out from under the Allen's Lane
21 property, I guess. He was extremely frustrated being,
22 working with the rest of the Taber's at Allen's Lane and
23 where the property lines were and putting the fence up that
24 he did and many other things. But maybe that was my attempt
25 to try to share with Rhett, you know, different options that

1 he could do. And I was going to try to see if Pop had any
2 interest, but Pop didn't want to talk about that at all.

3 Q. And your understanding was as of the finish of
4 these transactions in 2015, all of them, the will and the
5 property transfers and everything that happened in 2014,
6 2015, during this time period that whatever debt had been
7 there was satisfied once these were done?

8 A. Yes, sir.

9 Q. And -- and as of January 1, 2016, there was no
10 debt between your dad and your brother Rhett?

11 A. That is correct.

12 Q. Okay. We've heard a lot about appraisals and I
13 know that we're going to kick that off a little bit more
14 tomorrow, but did you have appraisals done on some of your
15 father's properties up there in Travelers Rest?

16 A. I did.

17 Q. All right. And is this one of them?

18 A. Yes, it is.

19 Q. All right. And did -- and you paid an appraiser
20 to have this done?

21 A. I did.

22 Q. And when did you have this done?

23 A. Well, this is dated September 29, 2015.

24 Q. Okay. And this is an appraisal of what property?

25 A. This was the appraisal for two properties and each

1 other up in Travelers Rest.

2 Q. So this is just one appraisal. I've got another
3 one over here and we're going to get to in a second.

4 A. Okay.

5 Q. Do you know which of -- which appraisal this
6 property is for? And I can direct you, I mean, to page
7 three, about three quarters of the way down. And there's an
8 acreage amount. You got. On page three. Right here. 25.
9 Go ahead.

10 A. 25.4 acres?

11 Q. 25.4 acres. All right. Is that the property that
12 was transferred to Rhett as part of this ---

13 MR. LEE: Your Honor, we -- are we introducing this
14 exhibit?

15 MR. MCGOUGH: Move to introduce.

16 MR. LEE: Objection, Your Honor.

17 THE COURT: What's the objection?

18 MR. LEE: Your Honor. This is -- I mean, lack of
19 foundation. I mean, Mr. Atkinson is not here to testify to
20 the contest. He's the one prepared this appraisal. Mr.
21 Taber would've no knowledge whatsoever as to how this
22 appraisal was calculated, how this appraisal was arrived at.
23 don't think there's been a foundation to lay to introduce the
24 appraisal at all.

25 THE COURT: Mr. McGough?

1 MR. MCGOUGH: Mr. Taber just testified that he paid for
2 this appraisal and had it done and has been asked about these
3 appraisals several times by Mr. Lee.

4 THE COURT: Mr. Lee?

5 MR. LEE: I think Mr. Atkinson, I can ask him if you
6 have an appraisal, Judge, we want talk about the specifics of
7 this appraisal. Mr. Atkinson has to be here to do.

8 MR. MCGOUGH: I disagree. I'm not shockingly --

9 THE COURT: Not shocking at all.

10 MR. LEE: Your Honor, for ---

11 THE COURT: Lay foundation. Aren't -- you know, the
12 rules are effectively that, that document is what it purports
13 to be, which is of course that he, you know, this is the
14 appraisal that he paid for back in what we talked in 2015.
15 To the extent there's any issues with the appraisal, he's
16 obviously willing or able to cross-examine Mr. Taber here on
17 the stand about those -- those issues.

18 MR. LEE: But I cannot cross-examine the person who did
19 the appraisal.

20 THE COURT: That is not a requirement for admissibility.

21 MR. LEE: It's a requirement for foundation.

22 THE COURT: Gentlemen, take a seat. Mr. Lee, as I
23 understand it, you are raising a hearsay objection that he
24 can't testify to this because, because there's the person who
25 made the statement isn't in court.

1 MR. LEE: Correct, Your Honor.

2 THE COURT: Mr. McGough? Mr. McGough?

3 MR. MCGOUGH: One moment, Your Honor.

4 THE COURT: Uh-huh.

5 MR. MCGOUGH: If I can -- I beg the court's indulgence.

6 THE COURT: No -- no, take your time.

7 MR. MCGOUGH: We'll -- we will withdraw the exhibit.

8 THE COURT: Thank you.

9 MR. MCGOUGH: From evidence.

10 BY MR. MCGOUGH:

11 Q. Okay. Your father owned property up in Travelers

12 Rest, correct?

13 A. Yes, sir.

14 Q. How many acres did your father own in Travelers

15 Rest?

16 A. At the time of this transaction, I think it was 50

17 to 55 acres.

18 Q. Somewhere between 50 and 55 acres. And we've

19 already heard lots of testimony that he transferred a 20 acre

20 give or take parcel to your brother, Rhett?

21 A. Yes.

22 Q. Satisfaction or partial satisfaction of -- of the

23 debt?

24 A. Yes.

25 Q. Correct? Okay. So on back to the spreadsheet.

1 Here it's Mr. Lee was just asking you -- and this is on page
2 one of the spreadsheet, Mr. Lee's, just asking you about two
3 properties here listed as Barn Bellevue School Road.

4 A. Yes.

5 Q. 41.71 acres and 12.7 acres?

6 A. Yes.

7 Q. Okay. And I think Mr. Lee was insinuating that
8 maybe that 12.7 acres shouldn't be on here because somebody
9 else owned it. Possibly, your brother Rhett, again asking
10 you to do math and quickly in your head, but what's 41.71
11 plus 12.7. 42 plus ---

12 A. 54 acres.

13 Q. And is that in between 50 and 55 acres?

14 A. Yes, it's.

15 Q. And would that be pretty close to the 25 acres
16 that remain in the estate and the 28 acres that were
17 transferred to Rhett as part of the debt settlement issue?

18 A. I think so. I'll be honest with you, I don't
19 remember the 12.7. I'd have to go back and study that.

20 Q. Okay. But as of this ---

21 A. But, yes, the numbers add up. Yes.

22 Q. As of this spreadsheet, which was in early 2015,
23 let's assume he's correct and there's 12.7 acres here that
24 shouldn't be on here. Did your father only own 41.7 acres up
25 in Travelers Rest?

1 A. No.

2 Q. No. Okay. Because as you testified, he owned
3 somewhere between 50 and 55?

4 A. Yes, sir.

5 Q. Okay.

6 A. And yeah, these properties may not have even been
7 split at that time.

8 Q. Okay. And I think we've heard testimony, I'm not
9 going to put these in, but we've heard testimony that you
10 went off and got appraisal after the will was done. All
11 right? And you testified a few minutes ago that you showed
12 those to your dad?

13 A. Yes, sir.

14 Q. And he knew what the values were and he never went
15 and did anything to get stuff fixed.

16 MR. LEE: Objection, speculation.

17 MR. MCGOUGH: I'll withdraw.

18 THE COURT: I'm all -- I'm all -- okay. Go ahead.

19 MR. MCGOUGH: I'll withdraw.

20 THE COURT: That's fine. You can withdraw it. Might have
21 won that one though, Mr. McGough.

22 BY MR. MCGOUGH:

23 Q. Are you aware whether your father ever went to any
24 other lawyers after Jack Howard to change his will?

25 A. I know that -- I know that Rhett talked to him

1 about the will frequently and I think that Rhett may have
2 actually maybe made a couple of appointments for him. I know
3 of at least two, but I don't know anything about him. I
4 don't -- well, I know Ms. Patterson but, and I'm sure that
5 there was I think my sister Ann was telling me about another
6 one. And I think Rhett made the appointment for him and he
7 went and talked to him, but nothing came of it.

8 Q. Okay. And we've heard some testimony about this,
9 I gather we're going to hear more from your siblings. Your
10 father was driving for himself at -- at what point did he
11 stop driving himself?

12 A. I would say probably one to two months. Two
13 months maybe before he passed.

14 Q. Okay. So 20, 2019 he was ---

15 A. Yes.

16 Q. --- driving himself into 2019?

17 A. Yes, he was.

18 Q. And as far as you are aware, he could come and go
19 as he pleased?

20 A. He absolutely came and went as he pleased.

21 Q. Okay. All right. You were in the room this morning
22 when Jack Howard testified and he said that he met with your
23 father several times where you were present and several times
24 where you were not present.

25 A. Yes, sir.

1 Q. Were you aware that Jack Howard had met with Pop
2 outside of your presence?

3 A. Yes.

4 Q. Okay. Did you attend, I think Adam asked this,
5 but I just want to be really clear, did you attend the
6 meeting where he signed the will?

7 A. I don't think so.

8 Q. Okay.

9 Q. And Jack testified that he did your estate
10 planning documents?

11 A. Yes, he did.

12 Q. Was that prior to or after Pops documents were
13 executed?

14 A. After.

15 Q. Do you recall how far after?

16 A. I do not, but nine months to a year maybe.

17 Q. Okay. Did any of your siblings urge your father
18 to change his will?

19 A. Rhett did.

20 Q. Once? Twice?

21 A. I -- I -- multiple times.

22 Q. Okay. Did anybody -- so he went and saw Jackie
23 Patterson about a month before maybe about, we don't know
24 when exactly when he met with her, but she sends him -- she
25 sends him a letter that's in evidence about these provisions.

1 Between that letter approximately two weeks before his death
2 and his death, did anybody urge him to go back to Jackie
3 Patterson to go anywhere else and update his estate plan?

4 A. I think most of my siblings and including myself
5 felt awkward, funny about discussing Pop's will with Pop that
6 it's really -- no one ever pushed him to go see anybody or do
7 anything about his will. Most of the -- most of my siblings,
8 I don't think had really a clue. They hadn't seen the will,
9 didn't know what was in the will, and had no real knowledge
10 of it and they didn't ever pressure Pop. And I guess we all
11 thought that it's really none of our business and I only got
12 involved because he asked me to.

13 Q. Okay. And in the will there's a property on South
14 Lumina, the beach house?

15 A. Yes.

16 Q. Based on beach house in the will that Jack Howard
17 drafted. And your dad signed, who gets that property?

18 A. Well, the half of it's in the trust, so it's split
19 seven ways between all the kids. That was my mom's half and
20 my Pop's half was split between me and two of my siblings.

21 Q. Which ones?

22 A. Paul and Ann.

23 Q. So Tom, Paul, and Ann were to inherit the Lumina
24 property?

25 A. Yes. One -- yes. One-third each of Pop's half.

1 Q. Do you have the Jackie Patterson letter?

2 A. I do not.

3 MR. MCGOUGH: Do you have the exhibit?

4 UNIDENTIFIED SPEAKER: The, Judge has it.

5 THE COURT: I do.

6 MR. MCGOUGH: You're going to have to get us a
7 photocopy.

8 BY MR. MCGOUGH:

9 Q. You would look at that real quick. Look on there
10 and tell me who under Jackie Paterson's will is supposed to
11 get the Lumina property.

12 A. Paul, myself, Bob or Robert, Pat or Andrew, Ann,
13 and equal shares.

14 Q. So several different kids?

15 A. Everyone, but Rhett.

16 Q. Okay. And did -- did the value of Lumina -- I'm
17 doing things, did the value of -- of Lumina matter and all
18 these discussions that you all had, you were in meetings with
19 your father, you were in the big meeting with Rhett and most
20 of the other kids?

21 A. I don't think it mattered.

22 Q. If you find the discharge papers that Mr. Lee is
23 -- has asked you about, are you okay giving it to Rhett?

24 A. I -- I'd happily to give them to him.

25 Q. Okay.

1 A. And I believe he -- like I say, it was duplicate
2 papers. I took what was one set and I left the other set.

3 Q. Would -- would both of those sets have been
4 present when all of the family members walked through the
5 house and picked out, you know, what -- whatever it was they
6 were going to get?

7 A. No.

8 Q. Where would they have been then?

9 A. One set was -- they were in a safe, the safe was
10 difficult to open, but I opened it just, and I went through
11 the safe just to see what was in there. I had no clue
12 because Rhett was going to take the safe as, you know, part
13 of our walk through our agreement and said, "Okay, you can
14 have this, you can have that." We divvy everything up. I
15 don't think there was any objection to Rhett taking the safe,
16 but nobody knew what was in the safe. It could have been
17 diamonds and pearls. We -- we don't know. But anyway, so we
18 -- we opened it up and I looked in it and that there really
19 -- I don't remember there being much in there other than that
20 set of papers.

21 MR. MCGOUGH: Okay. No further questions.

22 REDIRECT EXAMINATION

23 BY MR. LEE:

24 Q. Just a few questions, Tom. And I want to be ---

25 THE COURT: Oh, Mr. Lee, before you begin, can I have my

1 exhibit back?

2 MR. MCGOUGH: Sorry.

3 THE COURT: It's okay.

4 MR. MCGOUGH: I'm not the only one that's steal you.

5 THE COURT: All right. Sorry for the interruption. Go
6 ahead.

7 BY MR. LEE:

8 Q. Tom, I'm not going to argue with you about -- so
9 you all keep saying equal value. I agree it's impossible to
10 divide real property equal in the dollar amounts all
11 property. But what I'm asking you is, again, do you agree
12 that Rhett's inheritance in your opinion, was reduced because
13 of this alleged over payment?

14 A. Yes, I do.

15 Q. So if somehow that's corrected, that doesn't mean
16 that Rhett's going to get the same amount Tom gets or the
17 same amount Pat or -- but it means that he gets that amount,
18 correct?

19 A. I suppose so.

20 Q. So Rhett's not arguing for more than his share,
21 correct?

22 A. Correct. I'm not sure which rate he is arguing
23 for.

24 Q. I think what he is arguing for is the overpayment
25 that was deducted in property.

1 A. He was originally arguing for that track of the
2 remaining 25-acre track at the farm and he felt he was
3 shorted that.

4 Q. And let me ask you about that. Who -- who does
5 that go to in Jackie Patterson's document?

6 MR. MCGOUGH: We just gave it back.

7 THE COURT: Unless I'll testify. I'll hand it back to
8 you.

9 BY MR. LEE:

10 Q. Real quick. Look, I think it's G who gets the 25
11 -- 25.9 acre track Shelton Road, Travelers Rest, South
12 Carolina that William Rhett Taber is arguing? So is it
13 possible that your father recognized that, that was
14 approximately the value of what Rhett's already been deducted
15 for his overpayment and that's the adjustment he made?

16 A. I don't think so.

17 Q. Okay. Did Rhett get that 25.93 acres under the 15
18 will that Jack Howard did?

19 A. No, it was split seven ways.

20 Q. So, of course, I believe what Jackie says. That's
21 a significant change, isn't it?

22 A. That's a significant change.

23 Q. Okay. Why would Pop -- why do you think Pop would
24 make such a seal -- allegedly make such a significant change
25 in his will?

1 A. Well ---

2 MR. MCGOUGH: Your Honor, before he goes into that I --
3 kind of, same objection we've had ---

4 THE COURT: Speculation. I agree on this one. Yeah.
5 BY MR. LEE:

6 Q. All right. Do you agree that's a significant
7 change?

8 A. That's a significant change.

9 Q. Okay. Did you ever hear Pop say, "Rhett's going
10 to get the farm?"

11 MR. MCGOUGH: Objection. Dead man statute.

12 BY MR. LEE:

13 Q. Do you have any knowledge of ---

14 THE COURT: Mr. Lee, objection's been raised. Do you --
15 do you -- specific objection has been raised.

16 MR. LEE: I'll -- I'll waive that question.

17 THE COURT: You withdraw it. Okay.

18 MR. LEE: We agreed on something.

19 BY MR. LEE:

20 Q. Do you agree with me -- well, let me ask you. Do
21 you have any knowledge of anything that would cause you to
22 believe that Rhett was supposed to get the farm?

23 A. Other than Pop say so? No.

24 Q. Okay. Are you testifying that he said so?

25 MR. MCGOUGH: Objection. Dead man statute.

1 MR. LEE: He kind of just said it.

2 MR. MCGOUGH: I don't think that's what he said

3 MR. LEE: Other than Pop say so?

4 MR. MCGOUGH: Other than Pop's say so, but he didn't say
5 Pop said it.

6 MR. LEE: I'll let the Court determine that.

7 BY MR. LEE:

8 Q. All right. What basis do you have to show me that
9 Pop owned 50 to 55 acres on Barn Bellevue?

10 A. I've got two appraisals.

11 Q. Okay. Well, those -- those aren't in front of the
12 court, but do you agree -- have you had that alleged 25.93
13 acres remaining, have you had that surveyed?

14 A. Yes.

15 Q. You have?

16 A. The property that's in NTR currently? Yes, I
17 have.

18 Q. When -- when did you have it surveyed?

19 A. I had it surveyed in 2015. I had it surveyed
20 after Pop's death in 2019 and I think I had it surveyed again
21 last year.

22 Q. Was that all based on this 12.7 acres being
23 included in there?

24 A. That was based on the track of property that the
25 state of South Carolina has deeded to William Rhett Jr.

1 Q. Would it surprise you to know that there's no
2 records, that there's a William R. Taber not Junior or III?

3 A. I'm not sure how to answer that without asking the
4 counsel a question back.

5 Q. I'm not sure I can do -- how to help on that one.
6 Now, what -- what if I told you that the properties are
7 listed as William R. Taber, would that surprise you?

8 A. No, it would not.

9 Q. What's William -- what's Rhett's full name?

10 A. The III.

11 Q. But what's this ---

12 A. William -- William Rhett Taber, III.

13 Q. But if the property was incorrectly put in as not
14 III and not a Junior, would there be some confusion?

15 A. I don't think so.

16 Q. Okay. All right.

17 A. Is -- is -- is there some confusion?

18 Q. Well, if Rhett purchased a piece of property that
19 is identical to the one you're claiming is Pop's ---

20 A. Is there a confusion as to the remaining 25 acres
21 up there ---

22 Q. That's what I'm asking you.

23 A. I don't think there's any confusion.

24 Q. Okay. But would you agree that if the remaining
25 25.93 acres includes acreage owned by Rhett, is that a

1 mistake?

2 A. Potentially. Yes.

3 MR. LEE: No further questions, Your Honor.

4 THE COURT: Any re-cross?

5 RE-CROSS EXAMINATION

6 BY MR. MCGOUGH:

7 Q. We've already heard testimony that values weren't
8 predominantly important to your father in terms of the
9 properties, who -- who's going to get them? We've got Jackie
10 Patterson's letter that you just looked at that provides a
11 specific property to Rhett. We've got Jack Howard's will,
12 that doesn't provide a specific distribution to Rhett. Do
13 you have Respondent's Exhibit 3?

14 A. No, I don't.

15 MR. LEE: Your Honor, I -- I want start Bill and
16 Carolina, me and the Dobson Law Firm.

17 MR. MCGOUGH: We'll pay it.

18 THE COURT: What'd you say? Respondent's 3?

19 MR. MCGOUGH: Respondent's 3. It was a draft of the
20 bill from Jack Mitchell.

21 THE COURT: Yeah, I got it.

22 BY MR. MCGOUGH:

23 Q. Look at that for a second.

24 THE COURT: I'm fairly certain that both of you all's
25 law firm has enough money to pay for copies.

1 MR. LEE: We'll pay, Your Honor.

2 BY MR. MCGOUGH:

3 Q. Tom, if you can in -- in that will, and this
4 should be in the first page or two, are there specific
5 distributions of real estate to different children?

6 A. Yes, there are.

7 Q. Is there any specific distribution of property up
8 in traveler's rest to any of the kids?

9 A. Not that I'm seeing. The sheriff shows (inaudible)
10 -- yep. Owned by me on Barn Bellevue School Road (inaudible)
11 on this farm containing approximately 60 acres, more or less.
12 And all my farm equipment associated there with, if he shall
13 not survive me, then they -- okay, so the III, just labeled
14 the III. "I give a device to William Taber, III if he shall
15 survive me. All real -- all real property owned by me on
16 Bellevue School Road in Shelton Road in Greenville, South
17 Carolina."

18 Q. Okay. And we've heard previous testimony that
19 your father agonized over who was getting which properties.

20 A. Yes.

21 Q. And we now have a 2012 draft will that's in your
22 hand that provides some -- some of this real estate in
23 Travelers Rest to Rhett that he feels should go to him. And
24 then we have Jack's will and who gave -- where did the
25 Travelers Rest property go in Jack Howard's will?