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APR 06 2015
SC Court of Appeals

4/6/2015

State of South Carolina
County of Orangeburg
In The Court of Common Pleas
P.O. Box 6000
Orangeburg, South Carolina 29116

**RE: In the Matter of Annie Mae McDonald
Franklin Thomas v. Valarie A. Webster and Charles E. Webster Jr.
Appellate Case No.: 2015-00-0527
Probate Case No.: 2013-ES-38-0421
Civil Action No.: 2014-CP-38-00596 –**

Supplemental questions for motion for reconsideration

1. The language of paragraph 1, page 3 of the Court's order, Rule 8(c) of the South Carolina Rules of Civil Procedure
 - a. We believe this decision was made in error by excluding evidence of negligence. Not sure how this is pertinent in an equity trail pertaining to Constructive Trust and Common Law marriage

2. The language of paragraph 1, page 7 of the Court's order... "Thus the Court finds and concludes that it was by mistake that the title of the property in Orangeburg was placed solely in Ms. McDonald's name. The parties had jointly purchased the property in New York and the Plaintiff's income was the primary funds used to pay the mortgage on this property."
 - a. The language of paragraph 3, page 4 of the Court's order... "the Plaintiff did attend the closing and had in his possession a Specific Power of Attorney given to him by Ms. McDonald, authorizing the Plaintiff to sign Ms. McDonald's name on any documents which might have required her signature at the closing..." *Not understanding Judge's decision here. How can his name be mistakenly left off if he was given authorizing the Plaintiff to sign Ms. McDonald's name only on any documents which might have required her signature at the closing.*
 - b. The language of paragraph 1, page 4 of the Court's order ... "Further, that initially Ms. McDonald purchased the property singularly in August 2, 1996. Contradicts the language of paragraph 1, page 7.
 - c. ... "The Plaintiff's income was the primary funds used to pay the mortgage on this property." Evidence was submitted during the deposition of Franklin D. Thomas dated May 12, 2014 that showed Ms. McDonald paid the mortgage singularly. *Defendant's*

Exhibit #10 (Copy of Cancelled Checks from Annie McDonald's Checking Account for loan #0021637038). This was also recognized by the Court in paragraph 3, page 5 ... "This Court also finds that although there was testimony that the parties had a joint bank account, no records from such an account were introduced into evidence..."

- d. ... "The only reasonable inference from this fact is the Plaintiff would be expected to sign both he and Ms. McDonald's name to any closing documents. There has been no evidence presented that either were required to sign anything at the closing in Orangeburg..." How can this be the only reasonable inference? If that is the case, why go through the process of giving Mr. Thomas Specific Power of Attorney in the first place if it wasn't needed to sign documents? Also, the Defendant's presented a witness who testified she was present at the closing and witness Mr. Thomas review all closing documents with his Closing Attorney. She also testified Mr. Thomas did not object to the closing paperwork he reviewed and did not question his representative as to why his name did not appear on the paperwork with Ms. McDonald.
3. The language of paragraph 1, page 4 of the Court's order... "As a one half owner of the house and all of the furnishings brought from New York by the Parties..." Contradicts the language of paragraph 2, page 8: ... "the Plaintiff is granted a one half of undivided interest in the house, land and furnishings brought into the house from New York
 4. The language of paragraph 4, page 8 of the Court's order... "the Plaintiff is granted the right to immediately move into the house at 1191 Sawyer Street in Orangeburg, South Carolina, provided however, that if he moves into the house he shall be exclusively responsible for the payment of all expenses of the house including taxes, home owners insurance, and utility cost.
 - a. Order needs more detail.
 - i. What happens with the expenses of the home is he opts not to move in? Who is responsible?
 - ii. What about maintenance and upkeep expenses (i.e. pool, roof, lawn care, etc.)
 - iii. What happens if he does not meet his obligations set forth by the Court?
 - iv. If he opts not to move it, is he still entitled to a key? If so, can it be requested he give at least 24 hour notice before entry?
 - v. If he opts not to move in, does what is to be done with the personal belongings he abandoned?

court and will be submitting the Supplemental Questions to be appended to the original motion. We just wanted to make the court aware of the status of what is happening at the lower level. Please see Enclosure for a copy of the questions.

Sincerely,



Valarie A. Webster



Charles E. Webster, Jr.

cc: Lawrence Keitt, Esquire
Zipporah Sumter, Esquire
The Honorable James B. Jackson Jr.

Enclosure

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SC Court of Appeals

4/6/2015

South Carolina Court of Appeals
P.O. Box 11629
Columbia, South Carolina 29211

**RE: In the Matter of Annie Mae McDonald
Franklin Thomas v. Valarie A. Webster and Charles E. Webster Jr.
Appellate Case No.: 2015-00-0527
Probate Case No.: 2013-ES-38-0421
Civil Action No.: 2014-CP-38-00596**

Dear Madam:

This letter is to inform you of our intent to add Supplemental Questions to the Written Motion to Reconsider filed on March 2, 2015 to reconsider its February 11, 2015 decision (Case No.: 2014-CP-38-00596) with the Master in Equity Court for the First Judicial Court of Orangeburg County. As the Defendants', we are submitting this on our own behalf since we are unable to meet with our attorney to submit this on our behalf. We felt strongly that time was of the essence and the need to expedite this process is apparent.

Mrs. Zipporah Sumpter represented us in the lower court. However, there has been some serious lapses of communication about this case. A few weeks after the trial, we begin to contact Mrs. Sumpter for an update. She responded and stated she did not have an update. She then contacted us on the eve of February 13th to inform us a decision had been reached. The Plaintiff, Mr. Franklin Thomas had been awarded half of the estate. We began to ask questions about the specifics of decision and she stated she did not have all of the specifics in front of her as she was waiting for Mr. Keitt, the Plaintiff's Attorney, to "write up" the order given by the Judge. We requested to have it sent to us as soon as she received it to review before it was final. She declined as she would not have time to review it because she was going out of town. Again weeks passed without her contacting us back. We were finally able to reach her on March 2, 2015. She informed us she mailed it February 27, 2015 for us to review. Since we had not received it, I asked her to email or fax us a copy. She then faxed a copy the decision. We called her again requesting a meeting to discuss the decision, as we did not agree with it. She informed us that today (March 2, 2015) was the last day to reply. We questioned why there was such a delay in time and what our next move should be if we wanted to dispute the decision. She replied she did not know. An hour later she called back and stated she was filing a motion for the verbiage of the decision not being neutral in tone, but did not go into detail. We asked about appealing the decision with the Court of Appeals, and she stated it was out of her realm of expertise and we would have to seek other counsel.

After going through the decision, we decided we were going to appeal the decision. Since Mrs. Sumpter advised us she would not be able to represent us at the Court of Appeals, we were unaware we needed to consult her prior to our decision to file. We now understand that this is still a matter of the lower