

22360

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas
The Honorable Perry M. Buckner, III, Circuit Court Judge

Civil Action No. 2015-001721

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SC Court of Appeals

Estate Of Willie G. Weekley, Deceased, By Its Personal
Representative, Betty W. Denney,.....Respondent,

v.

L.C. Weekley, Laura Weekley Segel, Individually and as
Personal Representative of the Estate Of William James Weekley,
Deceased, Peter Saad as Personal Representative of Mary Elizabeth
Weekley Saad, Deceased, and as Trustee of the Mary Elizabeth
Saad Trust,

Of whom Laura Weekley Segel, Individually And As Personal
Representative Of The Estate Of William James Weekley, Deceased,
is the.....Appellant.

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ORDER FOR HEARING

IT IS HEREBY ORDERED that a hearing on the matter be set for:

DATE: July 14, 2006
TIME: 11:00 O'clock A. M.
PLACE: Hampton County Council Chambers (201 W. Jackson Ave. Hampton SC 29924)

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this 19th day of June, 2006

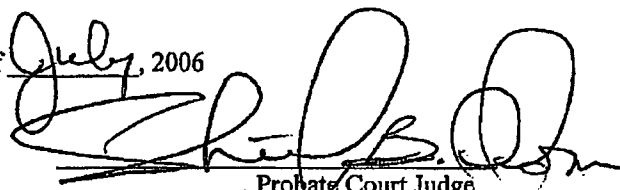

SHEILA B. ODOM, Probate Court Judge

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for successor Personal Representative(s) be

☒ GRANTED ☐ DENIED

Executed this 17th day of July, 2006


, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: _____

Name: _____

Address: _____

Telephone (O): _____

(H): _____

Attorney: _____

Address: _____

Telephone: _____

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

-vs.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

IN THE PROBATE COURT

PROBATE FILE NO. 5992.2

SCHEDULING ORDER

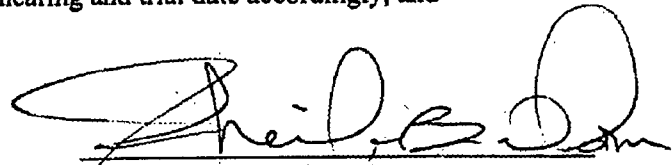
This matter came before the Court for a status conference on May 6, 2009. Present at the conference were the attorney for the Plaintiff G. Hamlin O'Kelley, III, and the attorneys for the remaining Defendant Laura Weekley Segal, Kevin A. Brown and Stephen E. Carter. Based upon the status conference the Court hereby orders the following schedule for the case:

1. The parties hereto shall have 120 days to conduct discovery and complete a mediation;
2. Should the case not be resolved by mediation, the parties shall report same to the Court and the Court will set a hearing and trial date accordingly, and

IT IS SO ORDERED!

Hampton, South Carolina

May 8, 2009



The Honorable Shelia Odom
Probate Judge for Hampton County

Re. probate 5/29/09

STATE OF SOUTH CAROLINA)

COUNTY OF HAMPTON)

ESTATE OF WILLIE G. WEEKLEY,)
DECEASED BY ITS)
PERSONAL REPRESENTATIVE)
BETTY W. DENNEY,)

Plaintiff,)

-VS-)

L. C. WEEKLEY, LAURA WEEKLEY)
SEGEL INDIVIDUALLY AND AS)
PERSONAL REPRESENTATIVE OF)
THE ESTATE OF WILLIAM JAMES)
WEEKLEY, DECEASED PETER SAAD)
AS PERSONAL REPRESENTATIVE)
OF MARY ELIZABETH WEEKLEY)
SAAD, DECEASED AND AS TRUSTEE)
OF THE MARY ELIZABETH WEEKLEY)
SAAD TRUST)

Defendants,

IN THE PROBATE COURT

PROBATE FILE NO. 5992

ORDER

A TRUE COPY
Sheila B. Odom, Probate Judge
Hampton County SC
Date 8/29/2013

THIS MATTER CAME BEFORE THIS COURT on November 14, 2007. A summons and Complaint was filed by the Petitioner, Betty W. Denney as Successor Personal Representative of the Estate of Willie G. Weekley, deceased wherein Mrs. Denney stated all parties named as defendants to this matter were named so in order that all issues presented could be addressed and resolved. The subject matter of the action filed relates to various activities Mrs. Denney asserted impacted(s) the estate of Willie G. Weekley specifically to real property owned by the decedent that is located in Hampton County.

The issues of Mrs. Denney's complaint are summarized by this Court as follows;

- 1-Real Estate owned by Willie G. Weekley was conveyed or sold without following Probate Court procedures including the requirement/need for court sanction and approval and the issuing of Deeds of Distribution indicating both notice to and approval of the Probate Court and/or
- 2-Interfamily transfers took place on parcels of real estate owned by the decedent without notice of or approval of other members of the family as required by Articles VI, VII and VIII of the Last Will and Testament of Willie G. Weekley.

Mrs. Denney stated in her complaint she felt she was obligated as the successor representative to challenge the transactions, and has sought relief from this Court for an Order to

- A-Declare each questioned transaction of paragraph nine invalid, and/or
- B-Mandate rescission of the conveyances that would restore the participants to their posture in all regards.
- C-All such further relief as this Court may deem proper.

Between February and April of 2008, there was concurrent issue of Default filed on the response timing of the defendant and ultimately and Order to set aside Default filed on April 23, 2008.

On February 13, 2008, an Answer and Counterclaim (Jury Trial Demanded) was filed by Kevin Brown, attorney for the Defendant Laura Weekley Segal. The five defenses offered by the Defendant is summarized by this Court and is as follows;

- 1-General Denial (with admittance to the first four paragraphs of the Plaintiff's Complaint) Denial of paragraphs 5, 6, and 7 for lack of sufficient information to form a belief and demand of strict proof thereof. Denial of paragraphs 8, 11, and 12 of the complaint and Demand of strict proof thereof. So much of paragraphs 9 and 10 admitted to that the transactions occurred denial of the remaining portions of the paragraphs especially the allegations the transactions were inappropriate and/or unauthorized and demand strict proof thereof.

2-Second Defense offered-Laches. Paragraphs one through five incorporated as if repeated verbatim. The Plaintiff and all other heirs of Willie G. Weekley were aware of all real estate transactions that were described as inappropriate in the complaint. There were no objections to the transactions at the time they were made, formally or informally and no objections until the filing of the complaint in 2007. Delay on behalf of the plaintiff in making the objections constitutes an unreasonable delay as matter of law. During the time period the property has increased in value. The Defendant Laura Segel and her predecessor in title have continued to make mortgage payments to Lucas Carroll Weekley on a note and mortgage in reliance on the lack of objection by the Plaintiff and other heirs. To rescind and revoke the transactions now would be unjust and inequitable and would greatly prejudice the Defendants.

3-Compliance with Testator's Intent offered as third defense. Paragraphs one through nine Incorporated as repeated verbatim. Paragraph VII of the Last Will and Testament of Willie G. Weekley provides that if any of the devisees desires to sell his or her portion, that it be first offered to the other devisees. At the time of the conveyances referenced in the complaint, all the devisees of Willie G. Weekley were aware of the transactions taking place and none of the devisees expressed any interest in joining in the purchase of the respective interests. No objections were raised by the other devisees to the purchase of the property by the Defendant Laura W. Segel or her predecessors in title. The transfers were in compliance with the intent of the testator in that all transfers were made to either a devisee or lineal descendant of the testator Willie G. Weekley.

4-Estoppel offered as fourth defense. Paragraphs one through eleven incorporated as repeated verbatim. In an attempt to agree on a final division of the property, the Plaintiff and other devisees, Margaret Shinar, Ruth Chakides, and William James Weekley, deceased had several surveys made of the property in question between the years of 2000-2003. The division surveys were made in contemplation of the transfers now being questioned by the Plaintiff and this action, and the acreage of real property was divided in those surveys based on reliance the transfers were valid and undisputed by the Plaintiff and the other devisees. The surveys were reviewed by the Plaintiff and other devisees and no objection to the transfers was raised by the Plaintiff or other devisees at the time. The Defendant and her predecessors in title have relied on the silence of the Plaintiff and the other devisees, and the sudden change in position by the Plaintiff and other devisees would greatly damage the interests of the Defendant Laura Weekley Segel and of the Estate of William James Weekley.

5-Counterclaim (Removal of Personal Representative) offered as fifth defense. Paragraphs one through fifteen is incorporated as repeated verbatim. The Plaintiff has a duty to administer the estate of Willie Gelzer Weekley promptly and in compliance with the terms of the Last Will and Testament. The Defendant interjects upon information and belief no part of the property in question is necessary for the administration of the Estate. There are no unpaid bills for the estate and there is no personal property in the estate alleged in the Plaintiff's complaint. Under the common law of South Carolina, real property vests in the devisees upon the death of the decedent, subject only to the rights of the Personal Representative to use the property for the administration of the estate.

The Plaintiff's duty to the heirs of Willie G. Weekley require her to administer the estate as expeditiously as possible and with deference to the agreements between the heirs unless the property is necessary for the administration of the estate. The Plaintiff has breached the duty as Personal Representative by bringing this action, incurring additional attorney's fees and costs that must be borne by the estate unnecessarily.

The Defendant having fully answered the Plaintiff's Complaint, respectfully request the Court;

A-Dismiss with prejudice the Plaintiff's complaint and award the Defendants costs and attorney's fees for having to defend this action

B-Remove the Plaintiff as the Personal Representative of the Estate of Willie Gelzer Weekley, and that some other appropriate person be appointed.

C-Such other and further relief as this Court may deem just and proper.

FINDINGS OF FACT

Willie Geizer Weekley died testate November 6, 1977. Petition to Prove Will in Common Form of Law and for Letters was filed by William J. Weekley, Doris W. Zahler and Lucas Carroll Weekley on February 28, 1983. Per paragraph XII of the Last Will and Testament of Willie G. Weekley, the petitioners were appointed and letters of appointment issued March 2, 1983. The Petition to Prove Will in Common Form section four within, listed Mr. Weekley owned three hundred twenty-nine acres (329) and two buildings with a value of ninety-nine thousand dollars (\$99,000.00). No further action or filings were presented in this probate record between March 23, 1983 when the proof of estate notice was filed, and May 24, 2006 when a Petition for Appointment of Substitute/Replacement Personal Representative in this estate was filed by James M. Herring, attorney for Betty Weekley Denney.

Lucas Carroll Weekley was the only living Personal Representative of the three who were initially appointed, at the time of the filing of the Petition for Substitute/Replacement Personal Representative filed by Betty W. Denney. Mr. Lucas Carroll Weekley submitted his resignation as Personal Representative into the estate record on July 14, 2006. He further stated he agreed his sister, Betty Weekley Denny should be appointed as Successor Personal Representative. A hearing was ordered on this petition, notices were provided to all interested parties of the estate. In the petition for appointment of substitute/replacement personal representative in item six seven and eight, Mrs. Denney informed the court and all interested parties of her beliefs, concerns, and intent in concluding the Estate of Willie G. Weekley. With no objection to the appointment of Betty Denney, she was court appointed the Successor Personal Representative and Letters of Appointment were issued on July 21, 2006. Rita Crocker of Crocker Abstracting was retained by Mrs. Denney in August of 2006. The requested abstracting work of Mrs. Crocker was to include any and all available Hampton County Tax Property Records (real or personal)

- (a) For the last three (3) year prior to Mr. Willie G. Weekley's death on November 6, 1977,
- (b) For calendar year 1977
- (c) From 1978-1983 Inclusive, and
- (d) From 1984 Forward

Mrs. Crocker was further asked to begin her report with real property acquisition of approximately 330 acres or The Old Salkehatchie Road in Hampton County in 1937 or 1938, this property was inherited from his Father, J. J. Weekley. The specific items of information to include Mortgages and Deeds from 1938 to current date either by Mr. Weekley or by his estate was requested to be provided in the report.

Mr. Herring reported to this Court in September 2007 on behalf of Mrs. Denney, the investigation of property provided by Mrs. Crocker, necessary for Mrs. Denney to prepare and file an inventory for this estate, concluded there were no records to provide personal property assets. Mr. Herring also concluded from the report of Mrs. Crocker the following:

A-Many real estate transfers were accomplished without any compliance with required probate court procedures;

B-Terms of the Will have been disregarded as to initial distributions;

C-Subsequent (after "initial distributions") transactions have been accomplished without regard for the "First Refusal proviso" of the Will; and

D-We see that one set of informal transactions (involving transfers to Doris Zahler and/or Mixon Zahler) have been with the express consent of all family members which likely puts the "Zahler" conveyances in a separate status.

The report of Crocker Abstracting was made a part of the probate record. Mr. Herring concluded his letter to the court stating the family and/or counsel had informally been informed of this information and an action before Probate Court would be forthcoming to cure and correct the overlapping deficiencies. On November 14, 2007 Mr. Herring, Attorney for Plaintiff filed Summons and Complaint.

In August of 2009, this Court received the mediation results report of Thomas J. Wills, in which, Mr. Wills reported mediation was productive and was possible further discussion over settlement options could lead to agreement. No further mediation was held, instead this estate record contains the following motions and documents of record in chronologic order of filing;

1-Plaintiff's Motion for Summary Judgment filed September 30, 2009

2-Notice of Motion and Motion To Compel Responses to Defendant's First Set of Interrogatories and Requests for Production filed October 9, 2009

3-Letter from Margaret Weekley Shinar filed April 12, 2010

4-Notice of Hearing and The Plaintiff's Memorandum in Support of Her Motion for Summary Judgment filed September 29, 2010

5-Memorandum in Opposition to Plaintiff's Motion for Summary Judgment filed October 14, 2010

CONCLUSIONS OF LAW

It is the duty of this Court to first strive to discover and give effect to the testators intent. This Court has gone back to the testators will to determine his intent. This Court does not find the testator gave the ability to the representatives of his estate to sell the property of his estate without court approval. The testator gave his property in thirty three (33) shares of ten (10) acres each. In section IV of his will he stated the number of shares for his by name in the amount of shares he wanted him or her to have. In item V, the testator gave to each child four (4) shares equally of the (40) acres. He gave the exact location of where this property was to boarder. The shares in section V, specifically located immediately East and West of Salkehatchie Road at the Northern extremity of his land to include his home and home site. He further stated no part of the 40 acres could be sold or divided without unanimous agreement of all surviving heirs and the vote of each devisee to be in proportion to their share. This specification indicates to this Court in determining the testators intent, that the 40 acres is the only acreage the testator did not intend to be divided or sold unless agreed upon unanimously. Item V of the testators will, specifically sentence number five, the testator states "In this instance, each vote shall be by surviving heirs rather than be shares owned" yet again supporting the intent of the testator this is in regards to the forty (40) acres only not being divided or sold without unanimous agreement of all surviving children of the testator because the 269.5 acres were in direct shares by name.

Jasper Josiah Weekley's portion is the only portion specifically located by the testator and that being in the "Pine Thicket" from the Salkehatchie Road joining the property of J. F. Weekley and going back to the swamp. Further to support the testators intent regarding the forty (40) acres, the testator states that if the (40) acres has not been disposed of by unanimous agreement of all surviving heirs prior to the death of his last surviving child, then the (40) acres to be divided equally among all of the testators surviving grandchildren or sold at auction to the highest bidder, etc. The surviving children of the testator at this time, if can unanimously agree on the division of the (40) acres among themselves may make the division for themselves and the grandchildren of the testator who shall take their decedents parents part. The deeds of distribution shall be executed by the Personal Representative for the perspective division.

The remaining 269.5 acres of property (excluding Jaspers 25.5 acres, and excluding the remaining thirty-five (35) acres along Salkehatchie road), if not agreed upon and divided within two years of the testators' death, the 269.5 acres could then be divided or sold among each other. The intent of the testator in regards to management of the property (excluding the forty (40) forty acres) is to be made by the devisees in proportion to their shares. All profits and losses from the 269.5 acres to likewise be proportionately divided.

Having first derived at the testators intent with regards to the distribution of his real estate and second having reviewed the memorandum and motions of both the Plaintiff and Defendant this Court finds the following;

- 1-Summary Judgment can only be rendered in part. Specifically to the portion of the Complaint filed by the Plaintiff regarding division, mortgage or transfer of real property being any part of the 40 acres (of which the testator specifically instructed the

manner to which it was to be divided or sold), divided, mortgaged or transferred without unanimous agreement of the heirs. This Court finds all of the interfamily deeds made except that of conveyance made to Mixon S. Zahler, Jr., are improper in that each transaction the Grantors conveyed all of their right title and interest in and to 329 acres +/-, which would include their interest in the 40 acres that couldn't be disposed of individually.

2-Conveyances of interest/mortgages in the remaining 269.5 acres from each individual this Court finds to be excluded from the intent of the testator and therefore excluded as a matter of the Summary Judgment Ruling. The transactions made in regards to the 269.5 acres were done first, well after two years from the death of the testator. Second, the conveyances were made in accordance with division surveys that all the heirs were knowledgeable of with no offer to join in the purchases, no apparent objection or complaint for a period of five year. Proposed division surveys were initiated between 2000-2003 with no objections, complaints, questions or offer to join in the purchases being raised regarding the division interest at that time nor at the time of the signing of the first farming lease in 2002. Every year an accounting was provided to all heirs of the prospective farming income division and again no question, argument, offer or dispute was raised regarding the transfers whereby it would appear all parties were in agreement with their location of division and the conveyances he or she may have made to other heirs of this estate. No action or dispute to the contrary was made until the complaint was filed by the Plaintiff in 2007.

It is therefore,

ORDERED, ADJUDGED, AND DECREED

Mr. Willie G. Weekley stated specifically in his will in item V, that no part of 40 acres he devised and bequeathed in section V, was to be sold or divided without unanimous agreement of all surviving heirs. This Court finds a matter of law that would warrant the ruling of Summary Judgment only in part to this matter which is as follows;

The matter of Law to which this Court upholds the Plaintiff's petition in part for Summary Judgment is Limehouse v. Limehouse, 256 S. C. 255, 257, 182 S. E. 2d 58, 59 (1971). "The first resort is always to the language of the will itself." Id. Courts, furthermore, can neither "redraft the will nor...doctor a crucial part." In Construing the language of a will, courts must give words their ordinary, plain Meaning unless it is clear that the testator intended a different sense or unless such Meaning would lead to an inconsistency with the testator's declared intention. Buist v. Walton, 104 S. C. 95, 88 S. C. 95, 88 S. E. 357 (1916).

This Court in an attempt to hear the Rule to Show Cause, felt the parties attorneys would attempt to try previous motions/petition matters rather than the purpose of the Rule to Show Cause and therefore only ruled the personal representative be allowed to enter into a new lease contract and the proceeds of the lease be deposited into an estate account until the conclusion of previous pending matters of this estate. Further, there have been several motions and petitions to which this Court admits has been unable to timely hear in this matter. The Motion to Remove this action to Circuit Court is therefore incorporated into this final Order of this Probate Court.

The matters pending at hand are as follows;

1-Petition for Removal of Personal Representative

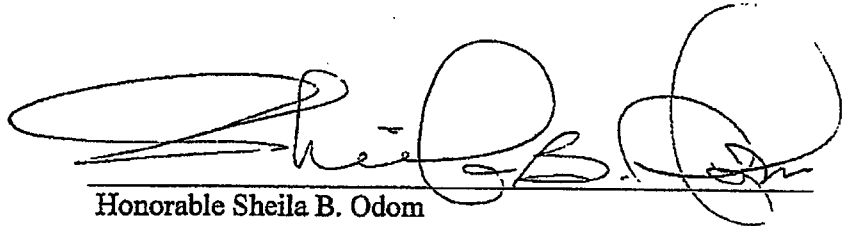
2-Motion to Consolidate Petition-10-

3-Petition to Set Aside Deed of Distribution

4-Pending Final Order in the Rule to Show Cause, Motion to for Temporary
And Permanent Injunction and Allowing the Personal Representative
To Enter into a New Lease of the Estate's Property

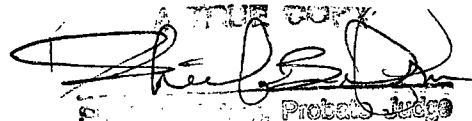
In consideration of the complexity of the matters of this estate, the inability of this Court to devote the expeditious scheduling and rulings expected and to a large degree required of this Court, this Court does also grant the Motion for Removal of this Case to Circuit Court

AND IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read 'Sheila B. Odom', is written over a horizontal line.

Honorable Sheila B. Odom
Judge of Probate Court
Hampton County, South Carolina

August 29, 2013

A TRUE COPY

Probate Judge
County SC
2/6 2015

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

IN THE PROBATE COURT
PROBATE FILE NO. 5992.2

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,
Plaintiff,

**ORDER GRANTING THE
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT UPON THE
MOTION TO RECONSIDER AND
UPON A MOTION HEARING ON
JANUARY 5, 2015**

-VS.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,
Defendants.

THIS MATTER CAME BEFORE THE COURT on January 5, 2015, for a hearing of the Plaintiff's Motion to Reconsider this Court's Order filed August 29, 2013 (the "Order"). The hearing followed a May 15, 2014, status conference in the case called by the Court to discuss with counsel the outstanding Motion to Reconsider this Court's Order filed August 29, 2013 (the "Order"). The Order ruled upon the October 15, 2010, hearing of the Plaintiff's Motion for Summary Judgment dated September 24, 2009. Present at the hearing on January 5, 2015, were counsel for the Plaintiff G. Hamlin O'Kelley, III, and Stephen E. Carter, counsel for the Defendant Laura Weekley Segal, individually and as Personal Representative of the Estate of William James Weekley, deceased. Also present was Thomas C. Davis, counsel for Chris Crosby. For the reasons stated herein the Plaintiff's Motion to Reconsider is **GRANTED** and

the Plaintiff's Motion for Summary Judgment is also **GRANTED** and this Order replaces this Court's Order of August 29, 2013.

In this Court Order of August 29, 2013, this Court ruled that the Plaintiff's Motion for Summary Judgment should be granted in part. This Order takes place of the August 29, 2013 Order and, as stated at the hearing of this matter on January 5, 2015, this Court rules as follows:

And there have been several ways that it's been put before this Court to decide this way or that way, but the bottom line that this Court has to make sure and adhere to is the testator's intent. What did this gentleman want as a result to happen from his last will and testament.

He took the time, he took the initiate to prepare a will. He wrote out in his last will and testament, which albeit it took [the Court] about 13 hours of [its] personal time away from my office, away from the phones, to go through and decipher over and over again once both the councilmen put before this Court their independent positions for their clients behalfs [sic] to look at it from the ground up in –in both spectrums. Not an easy task. Whether it be that [the Court] independently had been in this court or any other probate judge.

So therefore, taking a step back from all those other smoking guns and mirrors, this Court has to go back to the original question what was the testator's intent. This Court finds in ruling the way that the Court did in August and presenting the order that the Court presented and in the middle of this order that the Court felt had equitably tried to entertain the position from both parties here, that this order couldn't really go as it was so the Court does take a step back and look at the issues again regarding the order and the way it was – was presented. Couldn't make a ruling part. It's one way or the other.

The Court does offer the apologies. [The Court] tried to do what [it] felt like from the Court's perspective that would be in the best interest of all parties. There again, it brings me back to square one and the point again of was the testator's will carried out.

This – this Court is ruling from this bench today because, again, I do in agreement with both attorneys feel that this Court – this case has gone on for too many years. Unfortunately, [the Court] feel[s] like it's – it's not a quick fix, it's going to continue to go on; however, you will have a point that you can derive and go from this date forward.

This Court is rendering an order for motion of summary judgment and the Court is going to release the case to the circuit court for the properties that are going back into the estate for the circuit court to rule on how those properties should be distributed or whether or not those contracts for deeds are going to be

affirmed or not, but from this day forward the probate court summary judgment stands as ordered.

(Transcript, pp. 40, ll. 11-25 – 42, ll. 1-14).

At the same hearing the Court further ruled from the bench as follows:

MR. O'KELLEY: And, Your Honor, just as a point of clarification, it's – the order from 2013 stands as the order saying that the properties were – should go back to the estate.

THE COURT: That is correct

MR. O'KELLEY: And, Your Honor, those properties being the four that are complained of in Paragraph 9 – the transfers in Paragraph 9 of the complaint are now back into the estate.

THE COURT: That's correct.

(Transcript p. 42, ll. 15-15).

By its ruling from the bench on January 5, 2015, this Court once again ruled, and continues to rule, that the conveyances described in Paragraph 9 of the Plaintiff's Complaint violate the will of Willie G. Weekley dated May 10, 1973 (the "Will"). As stated on January 5, 2015, the Court further rules that these conveyances are improper under the terms of the Will, that the conveyances must be voided, and that the properties must be placed back into the Estate of Willie G. Weekley for proper distribution according to the Will and which distribution shall now be governed by the Circuit Court for the Fourteenth Judicial Circuit. The Court also clarifies that the conveyance of the forty (40) acre home site as described in the Will was proper under the terms of the Will and clarifies that ruling by this order. This Court further rules that the Circuit Court will be the proper venue to handle the final issues with the Estate, including the distribution of the remaining acreage owned by the Estate of Willie G. Weekley according to the intent of the Will of Willie G. Weekley.

STANDARD OF REVIEW

Summary judgment is appropriate where there is no genuine issue of material fact, and it is clear that the moving party is entitled to judgment as a matter of law." Bank v. N.Y. v. Sumter County, 387 S.C. 147, 154-55, 691 S.E.2d 473, 477 (2010). "On review of an order granting summary judgment, the appellate court applies the same standard as that used by the trial court." Id. at 155, 691 S.E.2d at 477. To survive a summary judgment motion, the non-moving party must offer some evidence that a genuine issue of material fact exists for each element of the claim at issue except for those elements that are either uncontested or agreed to by stipulation. Eadie v. Krause, 381 S.C. 55, 65, n.5, 671 S.E.2d 389, 393 n.5 (Ct. App. 2008), cert. denied (June 10, 2010) (citing Baughman v. American Tel. & Tel. Co., 306 S.C. 101, 116, 410 S.E.2d 537, 546 (1991)).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Betty W. Denney is the Personal Representative of the Estate of Willie G. Weekley. This Court appointed her on July 14, 2006. (Order of Appointment). Mrs. Denney is the daughter of Willie G. Weekley. Willie G. Weekley died testate in 1977 leaving that Last Will and Testament dated May 10, 1973 (the "Will"). Mr. Weekley's Estate was opened on February 28, 1983, and remains open to this day. It has yet to be fully administered.

The Will sets forth specific mechanisms for the disposal of the real property of Mr. Weekley. (Will, Sections III, IV, VI, VII, VIII). In the Will, Mr. Weekley determined that to be "fair and equitable, I hereby, for the purpose of this instrument, divide my lands into Thirty-three (33) shares of Ten (10) acres each." (Will, Section III). Those shares were then to have been distributed to the children of W.J. Weekley as follows:

I hereby give, devise and bequeath the shares above referred to under the terms and conditions hereinafter set forth, to my children in the following proportions: William J. Weekley, eight and one-half (8½) shares; Doris Weekley Zahler, five (5) shares; Lucas Carroll Weekley, eight and one-half (8½) shares; Jasper Josiah Weekley, Two and one-half (2½) shares; Margaret Weekley Shinar, one (1) share; Elizabeth Weekley Saad, one (1) share; Ruth Weekley Chakides, One and one-half (1½) shares; and Betty Weekley Denney, one (1) share.

(Will, Section IV).

The remaining four (4) shares were to be divided as follows:

V

I hereby further devise and bequeath four (4) shares equally to all of my surviving children located immediately east and west of Salkehatchie Road at the northern extremity of my land, including my home and home site. I further direct that no party of this forty (40) acres can be sold or divided without the unanimous consent of all surviving heirs. Taxes shall be shared equally by all surviving heirs. Maintenance, use of, and physical developments that occur on this forty (40) acres must have majority agreement of all surviving heirs. In this instance, each vote shall be by surviving heirs, rather than by shares owned. Upon the death of my last surviving child, provided this forty (40) acres has not been disposed of prior to that time by unanimous agreement of all surviving heirs, then I further direct that this forty (40) acres be divided equally among all of my surviving grandchildren or sale at auction to the highest bidder, and the proceeds of same be distributed among all of my surviving grandchildren. Regarding of the time of sale, prior to the death of my surviving children or after, the proceeds of the sale of this forty (40) acres, or any part thereof, shall be divided equally among my then surviving grandchildren.

(Will, Section V). Currently, the only two living children of Willie G. Weekley are Mrs. Betty Weekley Denney and Mrs. Margaret Weekley Shinar.

The Will goes on to set forth the further disposition of the property as follows:

VI

The location of each devisees portion of land is to be determined by majority vote of the devisees. The vote of each devisee will be in proportion to their shares. It is my desire and intention that Jasper Josiah Weekley's portion be in the "Pine Thicket." His portion will be on Salkehatchie Road joining the J.F. Weekley property and going back to the swamp.

(Will, Section VI).

The next Section of the Will is the key to the current dispute before the Court. It states as follows:

VII

I hereby direct that any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. **I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees.** Should they not be able to agree on a price for the property to be sold, then the seller would choose one appraiser and the remaining devisees another appraiser and the third appraiser [sic] would be the Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received in Paragraph IV, and the portion so purchased would likewise be divided.

(Will, Section VII)(emphasis added)

There is NO evidence that the transfers complained of by the Plaintiff in Paragraph 9 of her Complaint in this matter complied with this Section VII of the Will. (*See* Transcript of Hearing, January 5, 2015, pp. 21, 11.23-15; p. 22, 1).

Section VIII of the Will establishes that until such time as the entire estate has been distributed, then all decisions regarding the management of the estate shall be by vote of the devisees in proportion to their share, and all profits and losses shall be by proportion, too. (Will, Section VIII). Section XI of the Will states that if a devisee shall predecease W.G. Weekley, then issue of the devisee shall take their parent's share *per stirpes*. (Will, Section XI).

The Will named William J. Weekley, Doris Weekley Zahler, and Lucas Carroll Weekley as the executors. (Will, Section XII) All three of these devisees are deceased, and Betty W. Denney became the Personal Representative accordingly and by petition to this Court. (Petition for Appointment of Substitute/Replacement Personal Representative, 5/1/2006)

Prior to her appointment as Personal Representative, Mrs. Denney determined that since April 2, 1983, there had been no activity with her father's estate. (Petition for Appointment).

Mrs. Denney then undertook the marshalling of the assets of the estate in an attempt to bring the estate to a close. In doing so, Mrs. Denney hired a title abstractor to determine the status of the 330 acres. As a result of that abstract, Mrs. Denney discovered that there were several transfers from devisees to her brother W. J. Weekley. These are the transfers that this Court has now voided and put the properties back in to the Estate of Willie Gelzer Weekley.

These transfers were as follows:

1. Conveyances from L.C. Weekley to W.J. Weekley (conveying L.C. Weekley's interest in Tact 2¹ under (1) Will of Willie Gelzer Weekley and/or; (2) Death of Jasper J. Weekley by Deed filed on 12/20/1999 in Hampton County Deed Book 236 at Page 293;
2. Mortgage from William James Weekley to Lucas Carroll Weekley dated 12/20/1999 and filed in Hampton County Mortgage Book 260 at Page 271;
3. Deed from Mary Elizabeth Weekley Saad to Mary Elizabeth Weekley Saad Trust dated 10/7/1997 (conveying her interest in Tract #2 originally the property of her father Willie Gelzer Weekley) being dated 5/8/2000 and filed in Hampton County Public Records in Deed Book 242 at Page 112;
4. Deed from Mary Elizabeth Weekley Saad as Trustee of the Mary Elizabeth Weekley Saad Trust dated 10/7/1997 to Laura W. Segal (conveying all the Trust interest in Tract 2 received from her father W.G. Weekley) which deed is filed in Hampton County Public Records in Deed Book 246 at Page 225.

This Court now agrees with Mrs. Denny that at no time did these conveyances comply with the Will. Specifically, at no time did any of the parties to these transactions conduct a vote

¹ This 'Tract 2' is reference to Tact 2 on plat by W.A. Miley dated December 17, 1938 filed in Plat Book 3, Page 135 in Hampton County Records. This plat was agreed upon division regarding Estate of J.J. Weekley, deceased. See also Deed Book 31 at Page 120.

to authorize the transactions, make any offer to the remaining devisees or follow the pricing by proportionate amounts received. (Will, Section VI, VII). The Will establishes that Mr. Weekley's intent was to devise the property to his children. (Will, Section IV). These transactions go against the clear intent of the Will in that none of the remaining devisees were advised of the transactions nor were they offered the chance to purchase the shares of L.C. Weekley and Mary Elizabeth Weekley Saad. The Court agrees with Mrs. Denny that there is no evidence presented that shows the Will was complied with as required.

The deeds transferred the interest of L.C. Weekley and Mary Elizabeth Weekley Saad to W. J. Weekley. He is now deceased, and Laura W. Segal, is his personal representative, and heir. Ms. Segal is the only member of her family contesting Ms. Denney's attempt to have these transactions return to the Estate. All other Defendants are in default as to the relief requested by Mrs. Denney.

As stated from the bench on January 5, 2015, and as confirmed herein, this Court should order, does order, and does conclude, that these transfers described herein violated Mr. Weekley's will so that these transfers shall be voided and these properties are put back into the Estate so they may be distributed in accordance with the intent of Mr. Weekley. In construing a will, the court should strive to determine and give effect to the testator's intent. *May v. Riley*, 279 S.C. 248, 305 S.E.2d 77 (1983); *In re Estate of Fabian*, 326 S.C. 349, 483 S.E.2d 474 (Ct. App. 1997). Intent must be gathered from the instrument as a whole, giving consideration to the words the testator used and reading them according to established principles of law. *King v. South Carolina Tax Comm'n*, 253 S.C. 64, 173 S.E.2d 92 (1970). The court should read the testator's language to effectuate the testator's intent, unless that intent contravenes some well settled rule of law or public policy. *Mille v. Rogers*, 246 S.C. 438, 144 S.E.2d 485 (1965). Moreover, the rules of construction are of secondary importance to the need to ascertain what the

testator meant by the terms used in the written instrument itself, and each provision of the will must be considered in relation to the other provisions. *Allison v. Wilson*, 306 S.C. 274, 411 S.E.2d 433 (1991). The transactions complained of by Mrs. Denny violated the intent of the testator and are voided.

The two deeds do not comply with the intent of Mr. Weekley as the testator. Pursuant to Section III of the Will, it is clear that Mr. Weekley intended to distribute his real property "among my sons and daughters." (Will, Section III). Section IV of the Will demonstrates again that Mr. Weekley would "devise and bequeath to my children..." (Will, Section IV). The shares set forth in Section IV were for the children of Mr. Weekley in the proportionate amounts set forth. Section V of the Will leaves the remaining four (4) shares of the real property to his "surviving children" and then to his grandchildren (Will, Section V). Currently, there are two (2) surviving children, Mrs. Denney, and her sister, Mrs. Margaret Weekley Shinar. Pursuant to that Section, the forty (40) acres therein can be sold with unanimous agreement of the surviving heirs. (Will, Section V). The surviving heirs are Mrs. Denney and her sister, Mrs. Shinar. The Court once again confirms that the transfer of the forty (40) acres was appropriate under the Will. (See Deed of Distribution to Denny and Shinar, Recorded in Book 266 at Page 297 in the Office of the Register of Deeds for Hampton County) The language of the Will proves that Mr. Weekley intended his children to be the beneficiaries thereunder as to these 40 acres and the Court upholds its earlier ruling that the transfer to Mrs. Denney and Mrs. Shinar was indeed proper..

The Will also clearly proves that all of his children had to be given a right of first refusal should any of the other devisees, his children, wish to sell his portion of the property. (Will, Section VII). The transfers to W.J. Weekley and Laura W. Segal described above failed to comply with this portion of the Will and flaunted the intent of the testator. Mr. Weekley devised

and bequeathed the property to his children in an elaborate manner with specific provisions for dividing his property. (Will, Section IV, V, and VII). W.J. Weekley and his daughter Laura W. Segal received their extra shares from L.C. Weekley and Elizabeth Weekley Saad in clear contravention of the intent of the Will. As demonstrated, there was no offer of these shares to the remaining devisees contemporaneous with the deeds. There was no proportionate contribution to the purchase price according to the proportions received as required by the Will. (Will, Section VII). Without such compliance, the Will has been violated and the property must come back into the Estate.

Laura W. Segal cannot demonstrate compliance with the Will by any mere scintilla of evidence. Ms. Segal's affidavit in this matter does not claim compliance with the Will and does not provide any evidence of compliance with her grandfather's Will. In her Affidavit dated October 13, 2010, Ms. Segal engages in a lengthy recitation of her grandfather's Will. She does not, and cannot, claim that the transfers are in compliance with the Will. In her Affidavit, she states that she received the interest of her father, her uncle L.C. Weekley and her aunt Mary Elizabeth Weekley Saad. She cannot demonstrate compliance with the intent of her grandfather's will in that no offer of first refusal was provided to the devisees as described in Sections IV and VII of the Will. Had there been one in compliance with the Will, then Ms. Segal's affidavit should have stated the compliance. A lengthy discussion of the Estate's lease to Paragon Produce does not negate the violation of the intent of W.G. Weekley's Will. That the Will has been violated warrants this Court voiding those transfers so that the property may be returned to the Estate.

Additionally, it would be inequitable for the Estate to be deprived of these properties and shares when the Will sets forth a method for transferring them so that Ms. Segal will eventually receive the proper distribution under her grandfather's Will. W.J. Weekley and Ms. Segal

received these shares in violation of the Will. These transfers are voided and the properties complained of in Paragraph 9 of the Complaint are returned to the Estate for their appropriate distribution. This entire process has resulted in the Estate remaining open un-necessarily to the extent that there are only a few acres difference in what Ms. Segal would receive had the Will been complied with and what she is claiming at the present due to these improper transfers. The Will's clear intent was that all the property should be distributed per the instructions in Sections IV, V, and VII. That has not been done.

Therefore, it is hereby

ORDERED that the conveyances described in Paragraph 9 of the Plaintiff's Complaint violate the will of Willie G. Weekley dated May 10, 1973, and this Court now is placing the properties back into the Estate of Willie G. Weekley for proper distribution according to that Will; and it is further

ORDERED that the following conveyances were made in violation of the Will and are hereby voided:

1. Conveyances from L.C. Weekley to W.J. Weekley (conveying L.C. Weekley's interest in Tract 2 under (1) Will of Willie Gelzer Weekley and/or; (2) Death of Jasper J. Weekley by Deed filed on 12/20/1999 in Hampton County Deed Book 236 at Page 293. (Exhibit "D");
2. Mortgage from William James Weekley to Lucas Carroll Weekley dated 12/20/1999 and filed in Hampton County Mortgage Book 260 at Page 271. (Exhibit "E");
3. Deed from Mary Elizabeth Weekley Saad to Mary Elizabeth Weekley Saad Trust dated 10/7/1997 (conveying her interest in Tract #2 originally the property of her father Willie Gelzer Weekley) being dated 5/8/2000 and filed in Hampton County Public Records in Deed Book 242 at Page 112. (Exhibit "F");

4. Deed from Mary Elizabeth Weekley Saad as Trustee of the Mary Elizabeth Weekley Saad Trust dated 10/7/1997 to Laura W. Segal (conveying all the Trust interest in Tract 2 received from her father W.G. Weekley) which deed is filed in Hampton County Public Records in Deed Book 246 at Page 225. (Exhibit "G"); and it is further

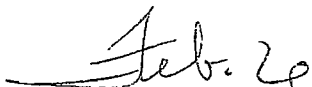
ORDERED that these transactions are null and void so that the properties are returned to the Estate of W.G. Weekley for distribution pursuant to the terms of the Will; and it is further

ORDERED that the Court may prepare any deed necessary to return these properties back into the Estate of W.G. Weekley for distribution and conveyance according to the Will per the shares set forth in the Will; and it is further

ORDERED that the transfer of the 40 acres by the Deed of Distribution to Denny and Shinar, Recorded in Book 266 at Page 297 in the Office of the Register of Deeds for Hampton County, was made in compliance with the Will; and it is further

ORDERED that the remaining distribution of the Estate pursuant to the Will shall be before the Circuit Court for the Fourteenth Judicial Circuit; and

IT IS SO ORDERED


_____, 2015
Hampton, South Carolina



The Honorable Shelia B. Odom
Probate Judge for Hampton County

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH CIRCUIT
CASE NO. 2015-CP-25-065

PROBATE FILE NO. 5992.2

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

-VS.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGEL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

**ORDER DENYING THE APPEAL OF
LAURA WEEKLEY SEGAL**

FILED
2015 JUL 20 PM 12:50
CLERK OF COURT
HAMPTON COUNTY, S.C.

#1
P.B.

This matter came before the Court on June 15, 2015, for oral arguments of the Appeal by Laura Weekley of the Order of the Honorable Shelia B. Odom filed February 6, 2015, in the Probate Court for Hampton County. Present at the hearing were Kelly M. Jolley, attorney for the Appellant, Laura Weekley Segal, and G. Hamlin O'Kelley, III, attorney for the Estate of Willie G. Weekley, deceased, by its Personal Representative, Betty W. Denney. For the reasons stated herein, the appeal is denied and the Order of February 6, 2015, is affirmed. There was also a Motion to Dismiss the Appeal for lack of service, which is denied.

This matter is before the Circuit Court for an appeal of a case that has been pending in Hampton County Probate Court for the Estate of Willie Gelzer Weekley since 2006. Mr. Weekley died in 1977, and his estate has been open since 1983. Mr. Weekley devised about 300 acres of land between his then-living relatives. Currently, the Personal Representative is Betty W. Denney. Key to this dispute, for any sale of the subject property, the Will had a provision that a right of first refusal must first be offered to the other devisees of the estate. The right of first refusal is provided in Section VII of the Will, as follows:

I hereby direct that any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. **I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees.** Should they not be able to agree on a price for the property to be sold, then the seller would choose one appraiser and the remaining devisees another appraiser and the third appraiser [sic] would be the Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received in Paragraph IV, and the portion so purchased would likewise be divided.

(Will, Section VII)(emphasis added).

Upon her appointment as Personal Representative, and while marshalling the assets of her father's Estate, Ms. Denney commissioned a title search that revealed that certain real estate assets of her father's Estate had been conveyed or sold in violation of her father's Will.

#2
P. 25
(Complaint, November 14, 2007)(Order, February 6, 2015).

These inappropriate transactions include the following:

- (a) Conveyances from L.C. Weekley to William J. Weekley the Appellant's decedent (conveying L.C. Weekley's interest in Tract 2¹ under (1) the Will of Willie Gelzer Weekley and/or; (2) the death of Jasper J. Weekley by Deed filed on 12/20/1999 in Hampton County Deed Book 236 at Page 283.

¹ This 'Tract 2' is reference to Tract 2 on plat by W.A. Miley dated December 17, 1938 filed in Plat Book 3, Page 135 in Hampton County Records. This plat was agreed upon division regarding Estate of J.J. Weekley, deceased. See also Deed Book 31 at Page 120(the "Plat").

(b) Mortgage from William James Weekley to Lucas Carroll Weekley dated 12/20/1999 and filed in Hampton County Mortgage Book 260 at Page 271.

(c) Deed from Mary Elizabeth Weekley Saad to Mary Elizabeth Weekley Saad Trust dated 10/7/1997 (conveying her interest in Tract 2 originally the property of her father Willie Gelzer Weekley) being dated 5/8/2000 and filed in Hampton County Public Records in Deed Book 242 at Page 112.

(d) Deed from Mary Elizabeth Weekley Saad as Trustee of the Mary Elizabeth Weekley Saad Trust dated 10/7/1997 to Laura W. Segal (conveying all the Trust interest in Tract 2 received from her father W.G. Weekley) which deed is filed in Hampton County Public Records in Deed Book 246 at Page 225.

(Complaint, 11/14/2007).

On January 5, 2015, the Probate Court held a hearing of the Motion to Reconsider and issued its final Order on February 6, 2015, granting the Plaintiff's Motion for Summary Judgment upon the Motion to Reconsider and upon a Motion Hearing on January 5, 2015.

Summary judgment is appropriate where there is no genuine issue of material fact, and it is clear that the moving party is entitled to judgment as a matter of law. Bank of New York v. Sumter County, 387 S.C. 147, 154-55, 691 S.E.2d 473, 477 (2010). "On review of an order granting summary judgment, the appellate court applies the same standard as that used by the trial court." Id. at 155, 691 S.E.2d at 477.

#3
PmB
In construing a will, the court should strive to determine and give effect to the testator's intent. May v. Riley, 279 S.C. 248, 305 S.E.2d 77 (1983); In re Estate of Fabian, 326 S.C. 349, 483 S.E.2d 474 (Ct. App. 1997).

The Probate Court looked at the testator's intent and spent close to five years examining the evidence in this case before issuing its ruling. In granting the Motion for Summary Judgment to the Respondent, the Probate Court relied on the affidavit of the Appellant, Laura W. Segal, ruling that "she cannot demonstrate compliance with the intent of her grandfather's will in that no offer of first refusal was provided to the devisees as described in Sections IV and VII of the Will.

Had there been one in compliance with the Will, then Ms. Segal's affidavit should have stated the compliance." (Order, February 6, 2015, p.10). Additionally, the Probate Court denied the Appellant's equitable defenses, stating that "it would be inequitable for the Estate to be deprived of these properties." (Order, February 6, 2015, p.10).

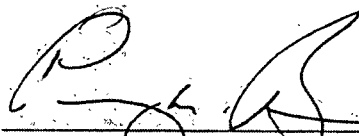
After considering the arguments at the hearing, the Probate Court's Order of February 6, 2015, and the submissions of the Appellant and Respondent, this Court finds that the Appellant cannot produce any evidence of compliance with the testator's intent, namely that the right of first refusal provision in Section VII of the Will was complied with.

In addition, in response to the Appellant's affirmative defenses of laches, waiver, and estoppel, this Court notes that Ms. Denney was appointed Personal Representative on July 14, 2006, and the Complaint was filed on November 14, 2007. Therefore, this Court finds that the time which passed before filing did not invoke the equitable remedies of laches, waiver, and estoppel.

For these reasons, the decision of the Hampton County Probate Court is affirmed, and

IT IS SO ORDERED!

#4
Walterboro, SC
June 30, 2015


The Honorable Perry M. Buckner, III
Judge of the Fourteenth Judicial Circuit

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

Ex Parte:

BETTY W. DENNEY,

In Re:

ESTATE OF WILLIE GELZER
WEEKLEY, deceased and/or its sole
surviving executor/Personal Representative
Lucas Carroll Weekley

) IN THE PROBATE COURT

) PROBATE FILE NO. 5992

) PETITION FOR APPOINTMENT OF
) SUBSTITUTE/REPLACEMENT
) PERSONAL REPRESENTATIVE

NOW COMES THE UNDERSIGNED BETTY WEEKLEY DENNEY, who first being duly sworn, petitions the Court as follows:

1. She is one of the children of the deceased William Gelzer Weekley and was/is a sister to the originally named executors William J. Weekley, Doris Weekley Zahler and Lucas Carroll Weekley. Her address is PO Box 96, Barwick, GA 31720.

2. Two of the three original executors (William J. Weekley and Doris Weekley Zahler) are now deceased and no replacement for them has been appointed. The address of Lucas Carroll Weekley, currently the only Executor/Personal Representative, is 401 Shaw Drive, Hampton, SC 29924.

3. All issues presented arise out of

- (a) the death of her father, Willie Gelzer Weekley on November 6, 1977;
- (b) the initial Probate Court proceedings commenced on or about February 28, 1983 pursuant to the directions in his Last Will and Testament dated May 19, 1973; as
- (c) filed by William J. Weekley, Doris Weekley Zahler and Lucas Carroll Weekley, all being adult children of the deceased and named in the Will as those to become executors.

4. A full review of the Probate Court records show:
 - a. a Petition to Admit the Will in complete form, along with an initial inventory, all dated February 28, 1983;
 - b. affidavits as to the authenticity of the Will which were obtained and filed; and
 - c. that the Probate Court duly issued Letters of Administration of the Last Will to William J. Weekley, Doris Weekley Zahler and Lucas Carroll Weekley, on or about April 2, 1983.
5. A review of an abstract of a certified copy of the Probate Court records reflect no activity since April 2, 1983.
6. She is concerned that the passage of time without a complete administration of the estate of her father, together with the death of some of the original devisees while the estate is still open, is inappropriate and requires attention to avoid further delay in the execution of the decedent's Last Will and judicial resolution of all open items.
7. She is informed and believes that:
 - a. the initial Inventory of Assets of the decedent, which showed limited personal property and substantial real estate assets need to be completed in so far as possible;
 - b. an accurate listing of any (all) debtors and/or creditors of the decedent needs to be created;
 - c. the directions in the will as to division/distribution of the assets needs to be applied to the assets identified and then implemented, in the normal course with notice to all devisees and/or their successor assigns;
 - d. any and all other items essential to the honoring of the Will and the statute and common law of South Carolina shall be completed and;
 - e. after determination that all debts due have been paid and estate tax closing letters obtained and then final distributions made, after notice

to all concerned and this Court's prior approval of the Plan of Distribution;

f. the estate should be closed.

8. She is informed and believes that she along with retained counsel is able and competent to commence and complete, with the Court's supervision and approval all steps necessary, and possible, at this time, to continue and complete the administration of the estate of her father, William Gelzer Weekley, deceased.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief; and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 1st
day of May, 2006.

Amy C. Byars
Notary Public for Brooks County
My Commission Expires: Oct 26, 2008

Notary Public, Brooks County, Georgia
My Commission Expires Oct. 26, 2008

Signature: Betty W. Deane
Name: Betty W. Deane
Address: P.O. Box 96
Barwick, GA.
Telephone (O): _____
(H): 229-735-2005

BUIST, BYARS, PEARCE & TAYLOR, LLC

Bluffton, South Carolina

May 24, 2006

By: James M. Herring
James M. Herring
S.C. Bar No. 3089
One Westbury Park Way, Suite 101
PO Box 1470
Bluffton, SC 29910
(843) 815-4100
jherring@buistbyars.com

ORDER FOR HEARING

IT IS HEREBY ORDERED that a hearing on the matter be set for:

DATE: _____
TIME: _____
PLACE: _____

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this _____ day of _____, 2006

, Probate Court Judge

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for successor Personal Representative(s) be

☐ GRANTED ☐ DENIED

Executed this _____ day of _____, 2006

, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: _____
Name: _____
Address: _____

Telephone (O): _____
(H): _____

Attorney: _____
Address: _____

Telephone: _____

COPY

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

-vs.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

IN THE PROBATE COURT

PROBATE FILE NO. 5992

~~07-CP-25-~~ 5992.2

COMPLAINT

THE PLAINTIFF Complaining of the Defendants herein respectfully shows the Court that:

1. That she brings this action in her capacity as Successor Personal Representative of the Estate of Willie G. Weekley, deceased (her father) by appointment dated July 14, 2006. A

2. Those named as individual and/or representative Defendants, having public record involvement under the various proceedings and/or transactions identified in paragraph 9 below, are named parties to this action in order that all issues presented can be addressed and resolved. A

3. The subject matter of this action relates to various activities impacting the estate of Willie G. Weekley (which is still open) and to real property involved in that estate and located in this county and state. All issues and all parties are subject to the jurisdiction of this Court. F

{00091318.DOC}

FILED 11-14-07
11:10 AM

4. The estate of her father was first opened on February 28, 1983 and remains open and not yet fully administered. A

5. As part of her effort to complete and close the processing of the estate, she has commissioned an inventory of the estate assets, both real property and personalty. JK

6. In that effort she has been unable to locate any personal property. JK

7. As a result of her effort to inventory the real estate involved in her father's estate, she has retained the services of a title abstractor familiar with Hampton County, South Carolina public records. JK

8. Based on the abstractor's report, she has determined that certain real estate assets of her father's estate have been conveyed or sold without: D

(1) first complying within probate court procedures including the requirement/need for court sanction and approval and the issuing of Deeds of Distribution indicating both notice to and approval of the Probate Court and/or;

(2) Interfamily transfers without Notice to and approval of other members of the family as required by Articles VI, VII and VIII of the Will. A don't account

9. These inappropriate transactions include:

(a) Conveyances fro L.C. Weekley to W.J. Weekley (conveying L.C. Weekley's intent in Tact 2¹ under (1) Will of Willie Gelzer Weekley and/or; (2) Death of Jasper J. Weekley by Deed filed on 12/20/1999 in Hampton County Deed Book 236 at Page 283. but deny all that they were in appropriate of estate

¹ This 'Tract 2' is reference to Tract 2 on plat by W.A. Miley dated December 17, 1938 filed in Plat Book 3, Page 135 in Hampton County Records. This plat was the agreed upon division regarding Estate of J.J. Weekley, deceased. See also Deed Book 31 at Page 120.

- (b) Mortgage from William James Weekley to Lucas Carroll Weekley dated 12/20/1999 and filed in Hampton County Mortgage Book 260 at Page 271.
- (c) Deed from Mary Elizabeth Weekley Saad to Mary Elizabeth Weekley Saad Trust dated 10/7/1997 (conveying her interest in Tract #2 originally the property of her father Willie Gelzer Weekley) being dated 5/8/2000 and filed in Hampton County Public Records in Deed Book 242 at Page 112.
- (d) Deed from Mary Elizabeth Weekley Saad as Trustee of the Mary Elizabeth Weekley Saad Trust dated 10/7/1997 to Laura W. Segal (conveying all the Trust interest in Tract 2 received from her father W.G. Weekley) which deed is filed in Hampton County Public Records in Deed Book 246 at Page 225.

10. In addition to these inappropriate and/or unauthorized transfers of real estate listed above the title abstract research commissioned by the Plaintiff also revealed a series of transactions as follows:

A Harrah

Conveyances from Ruth W. Chakides, Betty W. Denney, Laura W. Segal, Margaret W. Shinar and William J. Weekley to Mixon S. Zahler, Jr. (by which they conveyed all their rights and interest in and to a 50.00 acre parcel and a 17.857 acre parcel – out of tract #2) by deeds recorded in Deed Book 276 at Page 293 and Deed 248 a Page 9.

Investigation of these records reveals that the documents confirm adequate and informal compliance² with Articles VI, VII and VIII of the Will of Willie Gelzer Weekley thus placing these transactions outside of those that need to be challenged.

² including unanimous approval of all heirs.

11. On information and belief, those identified transactions (§9 above) were inappropriate, invalid and/or inconsistent with the Will and/or probate court procedures.

12. On information and belief, the Plaintiff is obliged to challenge these §9 transactions and she accordingly does so seeking an Order that:

- (a) Declares each questioned transaction invalid, and/or;
- (b) Mandates rescission of these conveyances that would restore the participants to their prior posture in all regards.

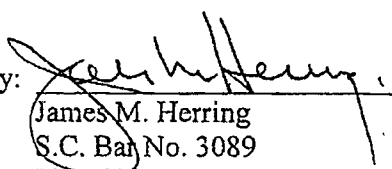
WHEREFORE, Plaintiff prays that the court inquire into the issues presented and that the Court:

- 1. Declare all §9 transactions initial transactions invalid;
- 2. Order rescission of each challenged transaction and restitution of the various parties to their pre-conveyance status; and
- 3. All such further relief as the Court may deem proper.

Bluffton, South Carolina

November 8, 2007

BUIST, BYARS & TAYLOR, LLC

By: 

James M. Herring
S.C. Bar No. 3089
First Citizens Bank Building
One Westbury Park Way, Suite 101
PO Box 1470
Bluffton, SC 29910
(843) 815-4100
jherring@buistbyars.com

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

-vs.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST.

Defendants.

) IN THE PROBATE COURT

) PROBATE FILE NO. 5992

) Case No. 5992.2

) AFFIDAVIT OF SERVICE AS TO
) L.C. WEEKLEY

PERSONALLY appeared before me G. Hamlin O'Kelley, III, who, being duly sworn, on oath
deposes and states as follows:

That he mailed by certified mail a file-stamped copy of the Complaint in the above-
captioned matter addressed as follows:

Lucas Carol Weekley
401 Shaw Drive
Hampton, SC 29924

Certified Mail Number 7005 1820 0004 3024 7768

A copy of the Return Receipt is attached hereto and incorporated by reference herein.

The file-stamped copy of the Complaint was signed for on December 18, 2007, and

{00095925.DOC}

Rec on CD#3
1023

1-9-08
1:15 PM

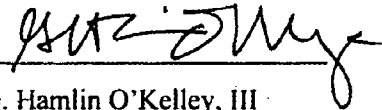
FURTHER THE AFFIANT SAYETH NOT.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

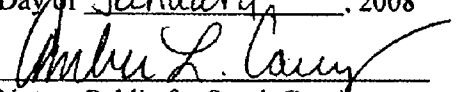
Jan. 7, 2008.

By:



G. Hamlin O'Kelley, III
SC Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
gokelley@buistbyars.com

SWORN TO before me this 7th
Day of January, 2008


Notary Public for South Carolina
My Commission Expires: 3-16-17

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

-VS.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

IN THE PROBATE COURT

PROBATE FILE NO. 5992

Case No. 5992.2

AFFIDAVIT OF SERVICE AS TO
PATRICK E SAAD

PERSONALLY appeared before me G. Hamlin O'Kelley, III, who, being duly sworn, on oath
deposes and states as follows:

That he mailed by certified mail a file-stamped copy of the Complaint in the above-
captioned matter addressed as follows:

Patrick E. Saad
2801 South Garfield
Spokane, WA 99203

Certified Mail Number 7005 1820 0004 3025 2113

A copy of the Return Receipt is attached hereto and incorporated by reference herein.

The file-stamped copy of the Complaint was signed for on December 29, 2007, and

(00095926.DOC)

Rec on CD#3

-1044

1-9-08

1:15 PM

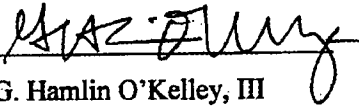
FURTHER THE AFFIANT SAYETH NOT.

BUIST, BYARS& TAYLOR, LLC

Mt. Pleasant, South Carolina

Jan. 7, 2008.

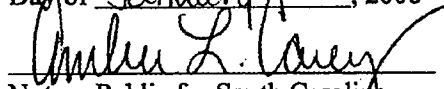
By:



G. Hamlin O'Kelley, III
SC Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
gokelley@buistbyars.com

SWORN TO before me this 7th

Day of January, 2008



Notary Public for South Carolina

My Commission Expires: 3-16-17

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF HAMPTON)

CASE NUMBER: 5992.2

Estate of Willie G. Weekley,)
deceased, by its Personal)
Representative, Betty W. Denney,)
Plaintiff,)

Vs.)

ANSWER AND COUNTERCLAIM

L. C. Weekley, Laura Weekley)
Segel, Individually and as)
Personal Representative of the)
Estate of William James Weekley,)
Deceased, Peter Saad as Personal)
Representative of Mary Elizabeth)
Weekley Saad, Deceased and Peter)
Saad as Trustee of the Mary)
Elizabeth Saad Trust,)
Defendants.)

(JURY TRIAL DEMANDED)

The Defendant, Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley, answering the allegations contained in the Complaint, alleges as follows:

1. That Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley denies each and every allegation of the Complaint not hereinafter specifically admitted, explained or qualified.

FOR A FIRST DEFENSE
(General Denial)

2. That Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley admits paragraphs One (1), Two (2), Three (3), and Four (4) of the Plaintiff's Complaint.

3. That Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley lacks sufficient information to form a belief as to paragraphs Five (5), Six (6), and Seven (7), of the Plaintiff's complaint and therefore denies the same and demands strict proof thereof.

4. That Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley denies paragraphs Eight (8), Eleven (11), and Twelve (12) of the Plaintiff's Complaint and would demand strict proof thereof.

5. That Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley admits so much of Paragraphs nine (9) and Ten (10) as alleges that the transactions occurred. The Defendant Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley denies the remaining portions of these paragraphs of the Plaintiff's Complaint, especially the allegations that these transactions were inappropriate and/or unauthorized and would demand strict proof thereof.

FOR A SECOND DEFENSE

(Laches)

6. Paragraphs One (1) through Five (5) are incorporated herein as if repeated verbatim.

7. The Plaintiff and all of the other heirs of Willie Gelzer Weekley were aware of all transactions involving the real estate of Willie Gelzer Weekley described as inappropriate in the Plaintiff's Complaint. No objections to these transactions were made, either formally or informally, until the appointment of the Plaintiff as Personal Representative of the Estate of Willie Gelzer Weekley and the filing of this complaint in the year 2007.

8. The Plaintiff and the other heirs have made no objections to the transfers. The delay on behalf of the other plaintiff in making these objections constitutes an unreasonable delay as matter of law.

9. During that time period the property has greatly increased in value, the Defendant Laura Weekley Segel and her predecessor in title have continued to make payments on the note and mortgage to Lucas Carroll Weekley in reliance on the lack of objection by the Plaintiff and the other heirs, and to rescind and revoke these transactions now would be unjust and inequitable and would greatly prejudice the Defendants.

FOR A THIRD DEFENSE
(Compliance with Testator's Intent)

10. Paragraphs One (1) through Nine (9) are incorporated herein as if repeated verbatim.

11. Paragraph Seven (VII) of the Last Will and Testament of Willie Gelzer Weekley provides that if any of the devisees desires to sell his or her portion, that it be first offered to the other devisees. At the time of each conveyance referenced in the Plaintiff's complaint, all of the devisees of Willie Gelzer Weekley were aware that the transactions were taking place, however none of the other devisees expressed any interest in joining in the purchase of the respective interests. None of the other devisees raised any objection to the purchase of the property by the Defendant Laura Weekley Segel or her predecessors in title. That the transfers do in fact comply with the intent of the testator in that all transfers were made to either a devisee or lineal descendant of the testator Willie Gelzer Weekley.

FOR A FOURTH DEFENSE
(Estoppel)

12. Paragraphs One (1) through Eleven (11) are incorporated herein as if repeated verbatim.

13. The Plaintiff and the other devisees, Margaret Shinar, Ruth Chakides, and William James Weekley, deceased had several surveys made of the real property in question between the years 2000 and 2003 in an attempt to agree on a final division of the property.

14. All of these division surveys were made in contemplation of the transfers now being questioned by the Plaintiff and this action, and the acreage of the real property was divided in those surveys based on a reliance that these transfers were valid and undisputed by the Plaintiff and the other devisees. These surveys were reviewed by the Plaintiff and other devisees and no objection to the transfers was raised by the Plaintiff or other devisees at that time.

15. The Defendant and her predecessors in title have relied on the silence of the Plaintiff and the other devisees, and the sudden change in position by the Plaintiff and other devisees would greatly damage the interests of the Defendant Laura Weekley Segel and of the Estate of William James Weekley.

FOR A FIFTH DEFENSE – COUNTERCLAIM
(Removal of Personal Representative)

16. Paragraphs One (1) through Fifteen (15) are incorporated herein as if repeated verbatim.

17. The Plaintiff has a duty to the Defendant and other heirs of Willie Gelzer Weekley to administer his estate promptly and in compliance with the terms of the Last Will and Testament.

18. Upon information and belief no part of the property in question is necessary for the administration of the Estate. There are no unpaid bills for the Estate and the Plaintiff's complaint alleges that there is no personal property in the estate.

19. Under the common law of South Carolina, real property vests in the devisees upon the death of the decedent, subject only to the rights of the Personal Representative to use the property for the administration of the estate. The Plaintiff's duty to the heirs of Willie Gelzer Weekley require her to administer the estate as expeditiously as possible and with deference to the agreements between the heirs unless the property is necessary for the administration of the estate. Plaintiff has breached that duty by bringing this action, incurring additional attorneys fees and costs that must be borne by the estate unnecessarily.

Wherefore having fully answered the Plaintiff's Complaint, the Defendant would respectfully request that:

1) That the Plaintiff's complaint be dismissed with prejudice and that the Defendant be awarded costs and attorney fees for having to defend this action.

2) That the Plaintiff be removed as Personal Representative of the Estate of Willie Gelzer Weekley, and that some other appropriate person be appointed.

3) And for such other and further relief as this Court may deem just and proper.

RESPECTFULLY SUBMITTED,

ANDERSON & BROWN, LLC



Kevin A. Brown

PO Box 576

Hampton, SC 29924

(803) 943-2483

Attorneys for the Defendant Laura
Weekley Segel

February 13, 2008
Hampton, South Carolina

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF HAMPTON)

CASE NUMBER: 5992.2

Estate of Willie G. Weekley,)
deceased, by its Personal)
Representative, Betty W. Denney,)

Plaintiff,)

Vs.)

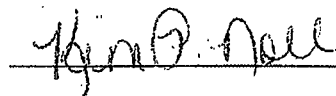
CERTIFICATE OF SERVICE

L. C. Weekley, Laura Weekley)
Segel, Individually and as)
Personal Representative of the)
Estate of William James Weekley,)
Deceased, Peter Saad as Personal)
Representative of Mary Elizabeth)
Weekley Saad, Deceased and Peter)
Saad as Trustee of the Mary)
Elizabeth Saad Trust,)

Defendants.)

I, the undersigned, an employee of Anderson & Brown, LLC, attorneys for **Laura Weekley Segel, Individually and as Personal Representative of the Estate of William James Weekley** do hereby certify that I have served the foregoing Answer by personally depositing in a United States Postal Service mail box a copy of the same, postage prepaid, addressed to the following:

**James M. Herring, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mount Pleasant, South Carolina 29464**



February 13, 2008

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

-VS.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

IN THE PROBATE COURT

PROBATE FILE NO. 5992.2

THE PLAINTIFF'S REPLY TO THE
ANSWER AND COUNTERCLAIM OF
THE DEFENDANT
LAURA WEEKLEY SEGAL

TO: KEVIN A. BROWN, ESQ.
ANDERSON & BROWN, LLC
ATTORNEYS FOR THE DEFENDANT LAURA WEEKLEY SEGAL

THE PLAINTIFF, Estate of Willie G. Weekley, Deceased, by its Personal Representative Betty W. Denney (the "Plaintiff"), by and through its undersigned counsel, replying to the Answer and Counterclaim of the Complaining of the Defendant Laura Weekley Segal (hereinafter the "Defendant") alleges and states as follows:

1. Each and every allegation of the Defendant's Answer and Counterclaim not admitted, denied or otherwise qualified herein is hereby deemed denied, and the Plaintiff demands strict proof thereof.

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PROBATE COURT
HAMPTON COUNTY SC

FILED

DATE 2/25/08

TIME 11:00 A.M.

2. The Plaintiff is not required to respond to the allegations of Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of the Defendant's Answer and Counterclaim as these Paragraphs constitute the Defendant's answer and affirmative defenses to the allegations raised in the Plaintiff's Complaint. To the extent the allegations of said Paragraphs warrant a reply, the Plaintiff denies same and demands strict proof thereof.

3. In replying to Paragraph 16 of the Defendant's Answer and Counterclaim, the Plaintiff repeats and realleges Paragraphs 1 and 2 above as though repeated herein verbatim.

4. The Plaintiff is not required to respond to the allegations of Paragraphs 17, and 18 of the Defendant's Answer and Counterclaim as the allegations of said Paragraph constitute legal conclusions to which no reply is warranted. To the extent the allegations of said Paragraph warrant a reply, the Plaintiff denies same and demands strict proof thereof.

5. The Plaintiff denies the allegations of Paragraph 19 of the Plaintiff's Complaint, and demands strict proof thereof.

**FOR A FURTHER ANSWER
AND AFFIRMATIVE DEFENSE
AND BY WAY OF A MOTION TO DISMISS**

6. The Plaintiff would allege and show that the Defendant has failed to state a claim upon which relief can be granted and, therefore, the Defendant's Answer and Counterclaim should be dismissed pursuant to Rule 12(b)(6) SCRPC.

**FOR A FURTHER ANSWER
AND BY WAY OF A SECOND AFFIRMATIVE DEFENSE**

7. The Plaintiff would allege and show that the Defendant is in default pursuant to Rule 55 SCRPC, and, as such, the Plaintiff's claims are barred.

**FOR A FURTHER ANSWER
AND BY WAY OF A THIRD AFFIRMATIVE DEFENSE**

8. The Plaintiff would allege and show that the Defendants' claims, if any, and none of which are admitted, are barred by the doctrines of waiver, estoppel or laches as the Defendant failed to raise these claims at the time of the appointment of the Personal Representative, and, as such these claims are barred.

**FOR A FURTHER ANSWER
AND BY WAY OF A FOURTH AFFIRMATIVE DEFENSE**

9. The Plaintiff would allege and show that the Defendants' claims, if any, and none of which are admitted, are barred by the Defendants' own illegal actions as more fully set forth in the Plaintiff's Complaint.

**FOR A FURTHER ANSWER
AND BY WAY OF A FIFTH AFFIRMATIVE DEFENSE**

10. The Plaintiff would allege and show that the Defendants' claims, if any, and none of which are admitted, are barred by the Defendants' own fraudulent actions as more fully set forth in the Plaintiff's Complaint..

**FOR A FURTHER ANSWER
AND BY WAY OF A SIXTH AFFIRMATIVE DEFENSE**

11. The Plaintiff would allege and show that the Defendants' claims, if any, and none of which are admitted, are barred by and all such further defenses as may be discovered during the prosecution of this case.

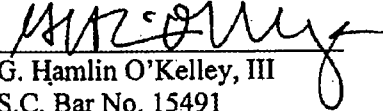
WHEREFORE, the Plaintiff prays that this Court enters its Order as follows:

1. Dismissing the Defendant's Answer and Counterclaim;
2. Granting the Plaintiff the relief sought in the Plaintiff's Complaint;
3. Granting any and all such further relief as this Court may deem just and proper.

Mt. Pleasant, South Carolina

Feb. 21, 2008

BUIST, BYARS & TAYLOR, LLC

By: 

G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, South Carolina 29464
Phone: (843) 856-4488
Fax: (843) 388-1938
Email: gokelley@buistbyars.com

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demonstrating that the Defendant is in default pursuant to Rules 6 and 55 of the South Carolina Rules of Civil Procedure.

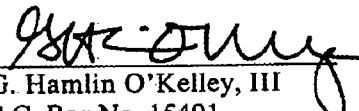
Pursuant to Rule 11 SCRPC, counsel certifies that there is no duty of consultation connected with the filing of this Motion.

Please be present to defend if so minded.

Mt. Pleasant, South Carolina

Feb. 21, 2008

BUIST, BYARS & TAYLOR, LLC

By: 
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, South Carolina 29464
Phone: (843) 856-4488
Fax: (843) 388-1938
Email: gokelley@buistbyars.com

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)
)
ESTATE OF WILLIE G. WEEKLEY,)
DECEASED, BY ITS PERSONAL)
REPRESENTATIVE, BETTY W. DENNEY)

Plaintiff,)
)
)

vs.)
)
)

L.C. WEEKLEY, LAURA WEEKLEY)
SEGAL, INDIVIDUALLY AND AS)
PERSONAL REPRESENTATIVE OF THE)
ESTATE OF WILLIAM JAMES)
WEEKLEY, DECEASED, PETER SAAD)
AS PERSONAL REPRESENTATIVE OF)
MARY ELIZABETH WEEKLEY SAAD)
DECEASED AND AS TRUSTEE OF THE)
MARY ELIZABETH SAAD TRUST,)

Defendant.)
)
)

IN THE PROBATE COURT

CASE NO: 5992.2

MEDIATION RESULTS REPORT

(THIS FORM TO BE COMPLETED BY MEDIATOR WITHIN 10 DAYS OF
CONCLUSION OF THE CONFERENCE, WHETHER OR NOT AGREEMENT WAS
REACHED BY THE PARTIES)

1. Mediated settlement conferences were held before me on August 10, 2009.
2. As a result of these conferences, this case should be considered *(please check one)*:

☐ Fully Settled *(please check one)*:

☐ by Consent Judgment, to be filed by _____ or,
(Name of Designee)

☐ by Voluntary Dismissal, to be filed by _____
(Name of Designee)

☐ Partially Settled, with agreement of the Parties on the following issues:

(Attach separate sheet if necessary):

☒ At an impasse. The mediation session was productive and there is no agreement.

PROBATE COURT

HAMPTON COUNTY SC

FILED

DATE 8/20/09

TIME 10:58 A.M.

Rec on CD#5 9/24/09

further discussion over settlement options could lead to an agreement.

☒ In need of further mediation. (I 1 am/ am not willing to mediate this case further.

☐ Continued (Date) _____.

3. Plaintiff ☒ was/ ☐ was not present.

Defendants ☒ were/ ☐ were not present.

4. Other participants were:

- ☒ attorney for plaintiff.
- ☒ attorney for defendant.
- ☐ representatives for insurance carrier _____.
- ☐ guardian ad litem _____.
- ☐ experts _____.
- ☐ others _____.

5. This case was co-mediated with _____.

6. Choice of the mediator was by:

- ☒ Stipulation
- ☐ Court Order.

7. The total number of hours spent in mediation was: 8.8 hours.

8. The total mediator fees were \$ 3,520.⁰⁰.

9. Further comments of the mediator:

Date: August 10, 2009

Signature of Mediator: _____

Print Name of Mediator: Thomas J. Wills

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF HAMPTON	)	PROBATE FILE NO. 5992.2
	)	
	)	
ESTATE OF WILLIE G. WEEKLEY,	)	
DECEASED, BY ITS PERSONAL	)	
REPRESENTATIVE, BETTY W.	)	
DENNEY,	)	
	)	
Plaintiff,	)	THE PLAINTIFF'S MOTION FOR
	)	SUMMARY JUDGMENT
-VS.-	)	
	)	
L.C. WEEKLEY, LAURA WEEKLEY	)	
SEGAL, INDIVIDUALLY AND AS	)	
PERSONAL REPRESENTATIVE OF THE	)	
ESTATE OF WILLIAM JAMES	)	
WEEKLEY, DECEASED, PETER SAAD	)	
AS PERSONAL REPRESENTATIVE OF	)	
MARY ELIZABETH WEEKLEY SAAD,	)	
DECEASED AND AS TRUSTEE OF THE	)	
MARY ELIZABETH SAAD TRUST,	)	
	)	
Defendants.	)	

TO: STEPHEN E. CARTER, ESQ.
ATTORNEY FOR THE DEFENDATN LAURA WEEKLEY SEGAL

YOU WILL PLEASE TAKE NOTICE that the Plaintiff Betty W. Denney, as Personal Representative of the Estate of Willie G. Weekley, Deceased, LLC, by and through her undersigned attorney, will move before the Honorable Shelia Odom, Probate Judge for Hampton County, at the Hampton County Courthouse, Hampton, South Carolina, on such day and at such time as the Court may appoint, more than ten (10) days after the service hereof, for an Order granting the Plaintiff a judgment as a matter of law regarding the conveyances described in Paragraph 9 of Plaintiff's Complaint as being inappropriate and in violation of the will of Willie G. Weekley dated May 10, 1973.

Specifically, the Plaintiff seeks an order granting her judgment as a matter of law pursuant to those conveyances from L.C. Weekley to W.J. Weekley (conveying L.C. Weekley's intent in Tract 2 on a plat by W.A. Miley dated December 17, 1938, filed in Plat Book 3, Page 135 in Hampton County Records) under the 1) will of Willie Gelzer Weekley and/or Death of Jasper J. Weekley by deed filed on December 20, 1999, in Hampton County in Book 236 at Page 283 and the deed from Mary Elizabeth Weekley Saad as Trustee of the Mary Elizabeth Weekley Saad Trust dated October 7, 1997, to Laura W. Segal (conveying all of the Trust interest in Tract 2 received from the Trustee's father W.G. Weekley) which deed is filed in Hampton County in Book 246 at Page 225.

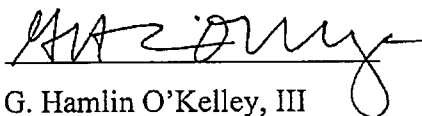
Pursuant to Rule 11 SCRCP, counsel certifies there is not duty of consultation connected with the filing of this motion.

Please be present to defend if so minded.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

9/24, 2009

By: 

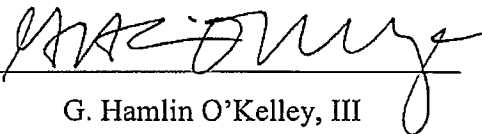
G. Hamlin O'Kelley, III
S.C. Bar Number 15491
652 Coleman Blvd, Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
gokelley@buistbyars.com

CERTIFICATE OF MAILING

I hereby certify that on 9/24, 2009, a copy of the foregoing was mailed, postage prepaid, to all counsel of record in this matter, as follows.

Stephen E. Carter
McNair Law Firm, PA
P.O. Drawer 3
Hilton Head Island, SC 29938

Kevin A. Brown, Esq.
Anderson & Brown, LLC
P.O. Box 576
Hampton, SC 29924


G. Hamlin O'Kelley, III

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

) IN THE PROBATE COURT

) CASE NO. 5992

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

vs.

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

NOTICE OF MOTION AND
MOTION TO COMPEL RESPONSES TO
DEFENDANT'S FIRST SET OF
INTERROGATORIES AND REQUESTS
FOR PRODUCTION

YOU WILL PLEASE TAKE NOTICE that, on the tenth (10th) day after service hereof, or as soon thereafter as counsel can be heard, the Defendant, Laura Weekley Segal, by and through her undersigned attorneys, will move before the Probate Judge in the Hampton County Courthouse, South Carolina, for an Order compelling Plaintiff to serve Responses to Defendant's First Set of Interrogatories and Requests for Production.

In support of this motion, on April 14, 2009, Plaintiff was served with Defendant's First Set of Interrogatories and Plaintiffs' Requests for Production. (Annexed as Exhibit 1). On September 10, 2009, Defendant served Plaintiff with a demand for responses to Interrogatories and Requests for Documents. (Annexed as Exhibit 2).

This Motion is based upon the grounds that more than thirty (30) days have expired since service of Defendant's demand for responses, and to date, neither Answers to these Interrogatories nor responses to Requests for Production nor a request for an extension of time have been received.

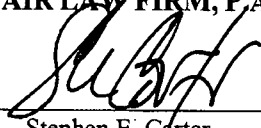
PROBATE COURT
COUNTY SC
FILED

DATE 10-9-09
HILTON 7085654 050749-00001

TIME 11:15 PM

In accordance with Rule 11(a) of the South Carolina Rules of Civil Procedure, prior to filing this Motion, the undersigned counsel communicated in writing with Plaintiffs' counsel on September 10, 2009, in a good faith attempt to resolve this matter.

MCNAIR LAW FIRM, P.A.

By: 

Stephen E. Carter
S.C. Bar No. 12859
Post Office Drawer 3
Hilton Head Island, SC 29938
scarter@mcnair.net
843-785-2171

Anderson & Brown, LLC

Kevin A. Brown
807 First Street West
PO Box 576
Hampton South Carolina 29924
Phone (803) 943-2483

ATTORNEYS FOR DEFENDANT

October 2, 2009

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

) IN THE PROBATE COURT

) CASE NO. 5992

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

vs.

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

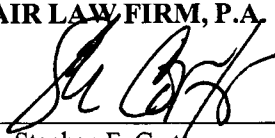
CERTIFICATE OF SERVICE

I hereby certify that a copy of the Notice of Motion and Motion to Compel Responses to Defendant's First Set of Interrogatories and Requests for Production was this date served upon the Plaintiff's counsel of record by placing a copy of the same in the United States Mail, postage prepaid, and sent to its last known address as follows:

G. Hamlin O'Kelley, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464

MCNAIR LAW FIRM, P.A.

By:


Stephen E. Carter
S.C. Bar No. 12859
Post Office Drawer 3
Hilton Head Island, SC 29938
scarter@mcnair.net
843-785-2171
ATTORNEYS FOR DEFENDANT
Laura Weekley Segal

Hilton Head Island, South Carolina
October 2, 2009

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

Estate of Willie G. Weekley, Deceased, By
Its Personal Representative, Betty W.
Denney,

Plaintiff,

vs.

L.C. Weekley, Laura Weekley Segal,
Individually and as Personal Representative
of the Estate of William James Weekley,
Deceased, Peter Saad as Personal
Representative of Mary Elizabeth Weekley
Saad, Deceased and as Trustee of the Mary
Elizabeth Saad Trust,

Defendants.

IN THE PROBATE COURT

PROBATE FILE NO. 5992.2

NOTICE OF HEARING

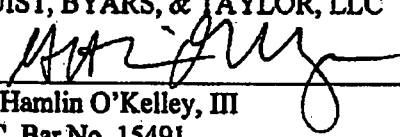
TO: THE ABOVE-NAMED DEFENDANTS

YOU WILL PLEASE TAKE NOTICE that a Motion Hearing for Plaintiff's Motion for Summary Judgment and Defendant's Motion to Compel Responses to Defendant's First Set of Interrogatories and Requests for Production in the above-captioned matter will be held before the Honorable Sheila B. Odom, Probate Judge for Hampton County on October 15, 2010 at 11:00 a.m. in the Hampton County Courthouse, 1 Courthouse Square, Hampton, South Carolina.

Please be present if so minded.

September 23, 2010
Mt. Pleasant, SC.

BUIST, BYARS, & TAYLOR, LLC


G. Hamlin O'Kelley, III
S.C. Bar No. 15491

652 Coleman Blvd., Suite 200

Mt. Pleasant, SC 29464

(843) 856-4488

hamlin.okelley@buistbyars.com

Attorneys for the Plaintiff

HAMPTON COUNTY SC

FILED

DATE 9-29-10

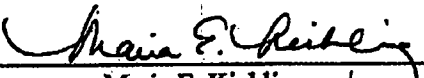
TIME 11:40 AM

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Notice of Hearing upon the named counsel for Defendants by placing a copy of same in the U.S. mail, postage prepaid, addressed as follows on this the 22nd day of September, 2010

Kevin A. Brown, Esq.
Anderson and Brown, LLC
P.O. Box 576
Hampton, SC 29924

Stephen E. Carter, Esq.
McNair Law Firm, P.A.
P.O. Drawer 3
Hilton Head Island, SC 29938



Maria E. Kiehling

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF HAMPTON	)	CASE NO. 5992.2
	)	
ESTATE OF WILLIE G. WEEKLEY,	)	BETTY W. DENNEY'S ANSWERS
DECEASED, BY ITS PERSONAL	)	TO LAURA WEEKLEY SEGAL'S
REPRESENTATIVE, BETTY W. DENNEY,	)	FIRST SET OF INTERROGATORIES
Plaintiff,	)	
vs.	)	
	)	
L.C. WEEKLEY, LAURA WEEKLEY	)	
SEGAL, INDIVIDUALLY AND AS	)	
PERSONAL REPRESENTATIVE OF THE	)	
ESTATE OF WILLIAM JAMES WEEKLEY,	)	
DECEASED, PETER SAAD AS PERSONAL	)	
REPRESENTATIVE OF MARY	)	
ELIZABETH WEEKLEY SAAD,	)	
DECEASED AND AS TRUSTEE OF THE	)	
MARY ELIZABETH SAAD TRUST,	)	
	)	
Defendants.	)	

TO: STEPHEN E. CARTER, ESQ.
MCNAIR LAW FIRM, P.A.
ATTORNEYS FOR LAURA WEEKLEY SEGAL

Betty W. Denney answers Laura Weekley Segal's First Set of Interrogatories as follows:

ANSWERS TO INTERROGATORIES

1. Please identify the individuals who provided information for answering these Interrogatories. State the full name, address, occupation and title of each person answering these Interrogatories and state the capacity in which the individual or entity is answering these Interrogatories.

ANSWER: The Plaintiff objects to this Interrogatory on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine.

2. Identify all witnesses in the following categories:

(a) Identify any person(s) known to you or your counsel who has any knowledge of any facts or circumstances which you believe support or may support your allegations and contentions in the above-entitled action. Briefly describe the nature and extent of each person's knowledge.

ANSWER: Betty W. Denney
P.O. Box 96
Barwick, GA 31720

If called, Ms. Denney is expected to testify as to her role as Successor Personal Representative of the Estate of Willie G. Weekley (her father), her efforts to complete and close the processing of the Estate, the improper real estate transfers giving rise to this case.

Bill Shinar
2614 Thurloe Drive
Richmond, VA 23235

If called, Mr. Shinar is expected to testify as to his involvement in the Estate of Willie G. Weekley (his grandfather), his efforts to reach a resolution, complete and close the processing of the Estate for his family, the improper real estate transfers giving rise to this case.

Mixon "Mickey" Zahler
P.O. Box 1416
Mt. Pleasant, SC 29465

If called, Mr. Zahler is expected to testify as to his involvement in the Estate of Willie G. Weekley (his grandfather), his assistance with the accounting of the estate as well as to complete and close the processing of the Estate for his family, the improper real estate transfers giving rise to this case.

(b) Identify any person(s) known to you or your counsel who has any knowledge of the facts or circumstances which you believe negate or may negate your allegations and contentions in this case. Briefly describe the nature and extent of each person's knowledge.

ANSWER: N/A

(c) For each person known to you or counsel to be a witness concerning the facts of this case, identify the person by name, address and occupation and set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witnesses, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: The Plaintiff objects to this Interrogatory on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine. Without waiving said objection, see Answer to Number 2(a).

(d) Identify each witness who is not otherwise identified in your responses to these Interrogatories, and specify the name, address and occupation of each individual

whom you or your counsel intend to call to the stand to testify at trial of this lawsuit, and provide a summary of the facts, circumstances and general nature of the testimony of the individual to be provided at trial.

ANSWER: The Plaintiff has not yet identified any other witness to call at the trial of this case. The Plaintiff specifically reserves the right to call any other witness, and, should another witness be identified, the Plaintiff shall update this answer accordingly, including any and all descendants of W.G. Weekley.

(e) State whether any witness to be called at trial has ever been convicted of a felony, or any other crime punishable by imprisonment for more than one year or any other crime of moral turpitude. If so, identify the witness and the dates, places, and crime(s) of which he/she was convicted.

ANSWER: Please see the Answer to Number 2(d).

3. Identify and provide a description of the contents of all documents which relate to this litigation and causes of action and defenses in this case. Specify the location of these documents and state the necessary procedure for obtaining or viewing the documents. In the alternative, you may provide a copy of each document or provide for inspection of the documents. Document means written, typed, printed, recorded or graphic matter, however produced or reproduced, of any kind and description, and whether an original, master, duplicate, or copy, including, but not limited to, papers, notes, accounts, books, advertisements, catalogues, manuals, publications, correspondence, electronic transmissions, facsimile transmissions, cablegrams, mailgrams, telegrams, memoranda, letters, documents, communications, including interoffice and intra-office communications, reports, studies, analysis, pamphlets, calculations, projections, contracts, charts, plans, specifications, drawings, sketches, agreements, working papers, corporate minutes, minutes of board of directors or committee meetings, journals, notebooks, bills, receipts, desk calendars, appointment books, diaries, diary entries, and notes, minutes, photographs, transcriptions, or sound recordings of any kind of personal or telephone conversations or negotiations, meetings or conferences.

ANSWER: All applicable and non-privileged documents which are currently in the possession of the Plaintiff's counsel are herewith provided and the Plaintiff specifically reserves the right to supplement this response at such future time as other documents may become available. The documents included are:

- Copy of Last Will and Testament of Willie Gelzer Weekley
- Copy of Petition for Appointment of Substitute/Replacement Personal Representative in re Estate of Willie Gelzer Weekley dated May 24, 2006

- Copy of executed Order of Appointment and Qualification and Statement of Acceptance in re Estate of Willie Gelzer Weekley dated July 14, 2006
- Copy of Certificate of Appointment of Betty Weekley Denney as Personal Representative of the Estate of Willie Gelzer Weekley executed July 21, 2006
- Copy of Title Abstract from Crocker Abstracting dated September 26, 2006 re Estate of Willie G. Weekley, Hampton County TMS# 170-00-00-014
- Copy of Title Abstract from Crocker Abstracting dated November 21, 2006

4. Identify expert(s):

(a) State the name, address and qualifications of each expert whom you expect to call as an expert witness at the trial of this case.

ANSWER: Plaintiff has not yet identified an expert witness to call at the trial of this case. The Plaintiff specifically reserves the right to call an expert witness, and, should an expert be identified, the Plaintiff shall update this answer accordingly.

(b) State the subject matter on which the expert is expected to testify, and to state fully the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion, and attach a copy of any report, including factual observations and opinions, which has been prepared by any such expert. In doing so, state specifically the opinions to which the expert will testify at trial.

ANSWER: Please see the Answer to Number 4(a).

(c) Identify every document, and state every fact or other information upon which the expert witness has relied in forming his/her opinions.

ANSWER: Please see the Answer to Number 4(a).

(d) Provide a resume or curriculum vita for the expert, or a summary of all relevant experience and education which provides expertise for the opinion to be rendered.

ANSWER: Please see the Answer to Number 4(a).

(e) List all publications authored by the expert within the last 10 years.

ANSWER: Please see the Answer to Number 4(a).

(f) Identify all cases in which the expert has testified within the last 5 years by setting forth the name and case number and the jurisdiction in which it was filed.

ANSWER: Please see the Answer to Number 4(a).

(g) State the witness's(s') compensation for this case.

ANSWER: Please see the Answer to Number 4(a).

(h) Identify every document and all information provided to the expert for use in this case.

ANSWER: Please see the Answer to Number 4(a).

5. State whether or not you have a copy of any statement which the Petitioner has previously made concerning the action or its subject matter and which is in your possession, custody or control. For the purpose of this question, a statement previously made is:

(a) A written statement signed or otherwise adopted or approved by the person making it; or

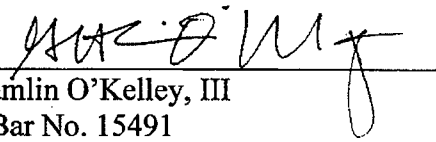
(b) A stenographic, mechanical, electrical or other recording, or a transcription thereof, which is a substantially verbatim recital of an oral statement by the person making it and contemporaneously recorded.

ANSWER: The Plaintiff objects to this Interrogatory on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine.

6. Provide a detailed summary of any verbal statements of Laura Weekley Segal which you intend to present at trial. State the date, time and place of any statements.

ANSWER: Plaintiff has not yet identified any statements of Laura Weekley Segal to present at the trial of this case. The Plaintiff specifically reserves the right to present any statements of Laura Weekley Segal, should such statements be identified, and the Plaintiff shall update this answer accordingly.

BUIST, BYARS & TAYLOR, LLC

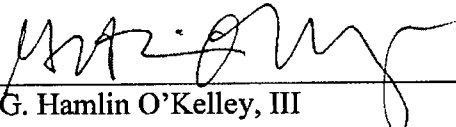
By: 
G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Attorneys for Betty W. Denney

Mt. Pleasant, South Carolina
10/13, 2010

CERTIFICATE OF SERVICE

I hereby certify that a copy of Betty W. Denney's Answers to Laura Weekley Segal's First Interrogatories was served Oct. 13, 2010 upon counsel of record by placing a copy of the same in the United States Mail, postage prepaid, and sent to their last known address as follows:

Stephen E. Carter, Esq.
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, SC 29938



G. Hamlin O'Kelley, III

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF HAMPTON	)	CASE NO. 5992.2
	)	
ESTATE OF WILLIE G. WEEKLEY,	)	BETTY W. DENNEY'S RESPONSES
DECEASED, BY ITS PERSONAL	)	TO LAURA WEEKLEY SEGAL'S
REPRESENTATIVE, BETTY W. DENNEY,	)	REQUEST FOR PRODUCTION
Plaintiff,	)	
vs.	)	
	)	
L.C. WEEKLEY, LAURA WEEKLEY	)	
SEGAL, INDIVIDUALLY AND AS	)	
PERSONAL REPRESENTATIVE OF THE	)	
ESTATE OF WILLIAM JAMES WEEKLEY,	)	
DECEASED, PETER SAAD AS PERSONAL	)	
REPRESENTATIVE OF MARY	)	
ELIZABETH WEEKLEY SAAD,	)	
DECEASED AND AS TRUSTEE OF THE	)	
MARY ELIZABETH SAAD TRUST,	)	
	)	
Defendants.	)	

TO: STEPHEN E. CARTER, ESQ.
MCNAIR LAW FIRM, P.A.
ATTORNEYS FOR LAURA WEEKLEY SEGAL

Betty W. Denney responds to Laura Weekley Segal's Request for Production as follows:

RESPONSES TO REQUEST FOR PRODUCTION

1. A copy of any other document(s), not otherwise already provided, mentioned, referenced, or identified in your answers to the Interrogatories filed by Petitioner.

RESPONSE: Please see Plaintiff's response to Number 3 of Defendant's Interrogatories and documents provided for the same.

2. A copy of any other document(s), not otherwise already provided, produced for any other party(ies) to this action.

RESPONSE: None at this time but Plaintiff specifically reserves the right to supplement this response accordingly.

3. A copy of any exhibit or any other document(s), not otherwise already provided, which you may use or intend to introduce as evidence at trial of this case.

RESPONSE: None at this time but Plaintiff specifically reserves the right to supplement this response accordingly.

4. A copy of every document representing any and every communication between you and Segal or any agent employee or attorneys for Petitioner.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine.

5. A copy of every document related to the transactions which are the subject of this action.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine. Without waiving said objection, see Response to Number 1.

6. A copy of every document which was reviewed or otherwise relied upon in providing responses to Petitioner's Interrogatories.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected by the attorney-client privilege and/or the work product doctrine.

7. A copy of reports provided by experts, all written communications directed to the expert witness, and received from the expert witness (the "expert witness").

RESPONSE: As to experts retained to testify at trial, Plaintiff will supplement its responses and provide this information accordingly.

8. A copy of all documents provided to the expert witness referenced in Request #7.

RESPONSE: Please see Plaintiff's Response to Number 7.

9. A copy of all documents upon which the expert witness relied upon in reaching his/her conclusions and opinion.

RESPONSE: Please see Plaintiff's Response to Number 7.

10. A copy of every communication to or from the expert witness regarding or related to this action.

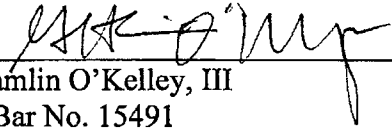
RESPONSE: Please see Plaintiff's Response to Number 7.

11. A copy of every opinion provided by the expert witness regarding or related to this action.

RESPONSE:

Please see Plaintiff's Response to Number 7.

BUIST, BYARS & TAYLOR, LLC

By: 
G. Hamlin O'Kelley, III

S.C. Bar No. 15491

652 Coleman Boulevard, Suite 200

Mt. Pleasant, SC 29464

(843) 856-4488

Attorneys for Betty W. Denney

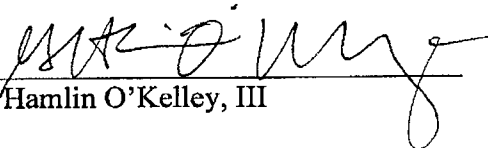
Mt. Pleasant, South Carolina

10/13, 2010

CERTIFICATE OF SERVICE

I hereby certify that a copy of Betty W. Denney's Responses to Laura Weekley Segal's Request for Production was served 10/13, 2010 upon counsel of record by placing a copy of the same in the United States Mail, postage prepaid, and sent to their last known address as follows:

Stephen E. Carter, Esq.
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, SC 29938



G. Hamlin O'Kelley, III

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF HAMPTON) CASE NO. 5992

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

vs.

AFFIDAVIT

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF
THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER
SAAD
AS PERSONAL REPRESENTATIVE
OF
MARY ELIZABETH WEEKLEY
SAAD, DECEASED AND AS TRUSTEE
OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

The undersigned, being first duly cautioned and sworn, deposes and says as follows:

1. I am Laura Weekley Segel.
2. I am the granddaughter of Willie G. Weekley . ("Weekley" or "W.G. Weekley").
3. I am the daughter of William J. Weekley ("W.J. Weekley").
4. I have personal knowledge of the statements set forth by this Affidavit.
5. Willie G. Weekley died on November 6, 1977.
6. The Plaintiff, Betty Denney, is the personal representative of the estate of W. G. Weekley. She is the daughter of W.G. Weekley.

FILED
DATE 10/14/10
TIME 1:33 P.M.

7. The W.G. Weekley estate is governed by the provisions of his Last Will and Testament ("Will").
8. By his Will, W.G. Weekley created a procedure for distributing 33 "shares" in his farm property consisting of approximately 330 acres.
9. Each share is the equivalent of 10 acres.
10. Four shares were established for the grandchildren, and 29 shares were established for the children.
11. By virtue of the provisions of Section VII, Weekley anticipated that the property would be divided among the shareholders by agreement.
12. With the shares distributed, the testator then expected the children and grandchildren to agree as to a method for dividing the 330 acre farm.
13. Some of the children transferred their shares to other family members, including the undersigned.
14. The Plaintiff complains that the transfers made over the course of several years did not comply with specific requirements of the Last Will and Testament of Weekley dated May of 1973.
15. Section III of the Will provides as follows: "In order to distribute my real estate among my sons and daughters in a manner I feel, after long and thorough deliberation, fair and equitable, I hereby, for the purpose of this instrument, divide my lands into thirty-three (33) shares of ten (10) acres each".

16. Section IV then provides:

I hereby give, devise and bequeath the shares above referred to under the terms and conditions hereinafter set forth to my children in the following proportions: William J. Weekley, eight and one-half (8 ½) shares; Doris Weekley Zahler, five (5) shares; Lucas Carroll Weekley, eight and one-half (8½) shares; Jasper Josiah Weekley, two and one-half (2½) shares; Margaret Weekley Shinar, one (1) share; Elizabeth Weekley Saad, one (1) share; Ruth Weekley Chakides, One and one-half (1½) shares; and Betty Weekley Denney, one (1) share.

17. Section V states:

I hereby further devise and bequeath four (4) shares equally to all of my surviving children located immediately east and west of Salkehatchie Road at the northern extremity of my land, including my home and home site. I further direct that no part of this forty (40) acres can be sold or divided without unanimous agreement of all surviving heirs. Taxes shall be shared equally by all surviving heirs. Maintenance, use of, and physical developments that occur on this forth (40) acres must have majority agreement of all surviving heirs. In this instance, each vote shall be by surviving heirs rather than by shares owned. Upon the death of my last surviving child, provided this forty (40) acres has not been disposed of prior to that time by unanimous agreement of all surviving heirs, then I further direct that this forty (40) acres be divided equally among all of my surviving grandchildren or sold at auction to the highest bidder, and the proceeds of same be distributed equally among the surviving grandchildren. Regardless of the time of sale, prior to the death of my surviving children, or after, the proceeds of the sale of this forty (40) acres, or any part thereof shall be divided equally among my then surviving grandchildren.

18. Section VI provides:

The location of each devisee's portion of land is to be determined by a majority vote of the devisees. The vote of each devisee will be in proportion to their shares. It is my desire and intention that Jasper Josiah Weekley's portion be in the "Pine Thicket". His portion will be on

the Salkehatchie Road joining the J.F. Weekley property and going back to the swamp. [Emphasis supplied]

19. Section VII states:

I hereby direct that at any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees. Should they not be able to agree on a price for the property to be sold, then the seller would choose on appraiser and the remaining devisees one appraiser and the third appraiser would be the Palmetto State Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received in Paragraph IV, and the portion so purchased would be likewise divided. [Emphasis supplied]

20. Section VIII

I further direct that from my death, until my entire estate has been distributed, as hereinabove set forth, that all decisions necessary to the management of the property be made by vote of the devisees. The vote of each devisee will be in proportion to their shares. Also, until divided, all profits and losses will likewise be proportionately divided.

21. Section XI of the Will provides that survivors of the beneficiaries who predecease the Testator shall take their parent's share *per stirpes*.

22. Weekley appointed the following children as executors: William J. Weekley, Doris Weekley Zahler, and Lucas Carroll Weekley.

23. The surviving devisees are Margaret Weekley Shinar; and Betty Weekley Denney.

24. The undersigned inherited all of shares¹ owned by my father, W.J. Weekley, which included 17 shares acquired by virtue of the following events.

- a. W.J. Weekley was devised 8½ shares pursuant to Section IV of the Will;
- b. Lucas Carroll (L.C.) Weekley gave a general warranty deed dated December 22, 1999 for all his interest to W.J. Weekley in consideration for payment of \$132,000.00. L.C. Weekley's interests included: 8½ shares inherited by virtue of the provisions of Section IV of the Will. On December 22, 1999 and a siblings' portion under the statute of descent and distribution from the estate of Jasper Joseph Weekley w, the general warranty deed was recorded in the Office of the Clerk of Court, Hampton County, South Carolina in Deeb Book 236 at Pages 293-296. A copy of the deed is attached as Exhibit 1; and

25. In addition, the undersigned received a general warranty deed dated September 21, 2000 for 1 share from Elizabeth Weekley Saad in consideration of payment of \$5,000.00. On September 21, 2000, the deed was recorded in the Office of the Clerk of Court, Hampton County, South Carolina in Book 246 at Pages 225-228. A copy of the deed is attached as Exhibit 2.

26. From the date of the transfers the above described transfers of shares, and continuing through the years, the farm property has been leased for farming to an unrelated third party, Paragon Produce Corporation,.

27. During the year 2002, the shareholders negotiated with Paragon Produce Corporation, for the lease of the farm ground. The shareholders each signed the Lease Agreement during the summer of 2002. The Lease Agreement is dated August 15, 2002. A copy of the Lease Agreement is attached as Exhibit 3.

28. Each year, rents have been collected and distributed in accordance with the number of shares owned by each individual shareholder as calculated in accordance with the transfers.

29. Each year, all shareholders have received summaries of the distributions. Copies of summaries of distributions for the years 2001-2007, inclusive, are attached as Exhibit 4.

30. W.J. Weekley prepared the summaries of distributions until his death February, 2003.

31. I prepared summaries of distributions after the death of my father.

32. The summaries of distributions reflect the shares owned by each family member as the basis for calculation of each distribution.

33. Each of the summaries include the share sold to me as shown by paragraph 25, above.

34. Consistent with the transfer described by paragraph 24(b), above, no distributions were made to L.C. Weekley, and his share was paid to W.J. Weekley during his lifetime, and then to me.

35. All shareholders have continued that course of conduct and dealing from 2001 to the present.

36. No action to challenge the transfers was filed until November 14, 2007.

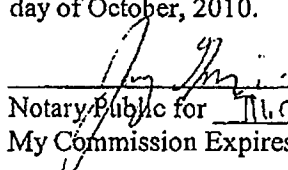
37. Betty Denny was not a party to any of the above described transfers.

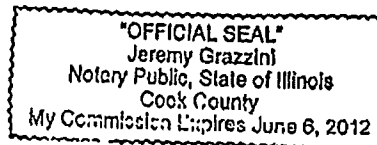
38. As a result of the transfers described by paragraphs 24(a), 24(b), and 25, above, I have expended various sums of money, including payment of \$258,000.00 for debts of W.J. Weekley, and continued to pay monies to family members after the death of W.J. Weekley.

39. Had there been any question as to the validity of the transfers described by paragraphs 24(a), 24(b), and 25, above, I would not have expended the monies stated in the preceding paragraph.


Laura Weekley Segel

SWORN to before me this 13th
day of October, 2010.


Notary Public for Ill. Co. 5
My Commission Expires: 6/6/2012



¹ Although W.J. devised 1.43 acres to his sister.

DOCUMENTARY REVENUE

99-2198

#145.20 #343.20
COUNTY STATE
DATE 12-22-99

RECORDED IN BOOK 21236 PG. 283-296
THIS 22nd DAY OF Dec. 1999
AT 11:44 A.M. UCCLOCK
Mylene D. Nettles
CLERK OF COURT FOR
HAMPTON COUNTY, SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That L.C. WEEKLEY, hereinafter referred to as GRANTOR(S), in the State aforesaid, County aforesaid, in consideration of the sum of ONE HUNDRED THIRTY-TWO THOUSAND AND NO/100 (\$132,000.00) DOLLARS, to me paid by W.J. WEEKLEY, Rt. 2 Box 113, Varnville, South Carolina 29944, hereinafter referred to as GRANTEE(S), in the State aforesaid, County 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 the said GRANTEE(S), W.J. WEEKLEY, his heirs and assigns, the following described property, to-wit:

ALL OF THE RIGHT, TITLE AND INTEREST OF L.C. WEEKLEY, BEING THAT CERTAIN INTEREST INHERITED FROM HIS FATHER, W.G. WEEKLEY AND FROM HIS BROTHER, JASPER J. WEEKLEY, in and to the following described property, to-wit: All that certain piece, parcel or tract of land situate, lying and being near the Salkehatchie River, in Hampton County, South Carolina, the same being designated as Tract No. 2 containing 329 acres, more or less, and being more fully shown on plat appearing of record in the office of the Clerk of Court for Hampton County in Plat Book 3, page 135, and according to said plat being bounded as follows: Northeast by Big Salkehatchie Swamp; Southeast by lands of J. F. Weekley and lands of L. C. Weekley; Southwest by lands of J. F. Weekley; and on the Northeast by lands of Big Salkehatchie Cypress Lumber Company.

This being the property devised W.J. Weekley, L.C. Weekley, et al. under the Will of W.G. Weekley, deceased, appearing of record in the office of the Probate Court for Hampton County in Package No. 5992.

PREPARED BY OFFICE OF WILLIAM C. ANDERSON, JR., P. O. BOX 576, HAMPTON, SOUTH CAROLINA, 29924.

ASSESSOR'S OFFICE
TR 44-235
DATE 12-22-99

BOOK 21236 PAGE 283

ORIGINAL RETURNED
TO Bill Anderson

EXHIBIT

1

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

PERSONALLY appeared before me the Undersigned and made oath that (s)he saw the within-named Grantor, L.C. Weekley, sign, seal, and as his act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS

20 DAY OF DECEMBER, 1999.

Linda B. Bullard

W. C. Anderson (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 3/09/2009

BOOK D 236 PAGE 295

200000002828
Filed for Record in
HAMPTON COUNTY SC
MYLINDA NETTLES
On 09-21-2000 At 10:47 am.
D-DEED 65.50
Book 246 Page 225 - 228

200000002828
WILLIAM C ANDERSON JR

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That MARY ELIZABETH WEEKLEY SAAD AS TRUSTEE OF THE MARY ELIZABETH WEEKLEY SAAD TRUST DATED OCTOBER 7, 1997, hereinafter referred to as GRANTOR(S), in the State aforesaid, County aforesaid, in consideration of the sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, to her paid by LAURA W. SEGEL, c/o W.J. Weekley, Rt. 2 Box 1113, Varnville, South Carolina 29944, hereinafter referred to as GRANTEE(S), in the State aforesaid, County 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 the said GRANTEE(S), LAURA W. SEGEL, her heirs and assigns, the following described property, to-wit:

Instrument Book Page
200000002828 246 225

ALL OF THE RIGHT, TITLE AND INTEREST OF MARY ELIZABETH WEEKLEY SAAD, BEING THAT CERTAIN INTEREST INHERITED FROM HER FATHER, W.G. WEEKLEY, in and to the following described property, to-wit: All that certain piece, parcel or tract of land situate, lying and being near the Salkehatchie River, in Hampton County, South Carolina, the same being designated as Tract No. 2 containing 329 acres, more or less, and being more fully shown on plat appearing of record in the office of the Clerk of Court for Hampton County in Plat Book 3, page 135, and according to said plat being bounded as follows: Northeast by Big Salkehatchie Swamp; Southeast by lands of J. F. Weekley and lands of L. C. Weekley; Southeast by lands of J. F. Weekley; and on the Northeast by lands of Big Salkehatchie Cypress Lumber Company. 170-00-00-014

This being the same property conveyed to Mary Elizabeth Weekley Saad as Trustee of the MARY ELIZABETH WEEKLEY SAAD TRUST DATED OCTOBER 7, 1997 by deed recorded in the office of the Clerk of Court for Hampton County in Deed Book 242 at pages 112-115.

PAID TO THE CLERK
BY THE CLERK
AUDITOR'S RECEIPT

RECORDED THIS 21st DAY
OF September 2000
IN BOOK 7 PAGE 111
By Mylinda Nettles
AUDITOR, Hampton County, SC

200000002828
MYLINDA NETTLES
COUNTY CLERK
HAMPTON COUNTY SC
09-21-2000 10:47 AM.
REC FEE 10.00
STATE TAX 39.00
COUNTY TAX 16.50

EXHIBIT

2

PREPARED BY OFFICE OF WILLIAM C. ANDERSON, JR., P.O. BOX 576,
HAMPTON, SOUTH CAROLINA, 29924, USING INFORMATION PROVIDED BY
GRANTOR/GRANTEE WITHOUT THE BENEFIT OF TITLE EXAMINATION.

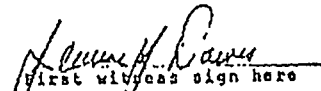
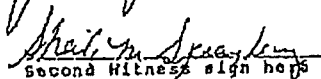
TOGETHER with all and singular, the rights, members,
hereditaments and appurtenances to the said premises belonging or
in anywise incident or appertaining.

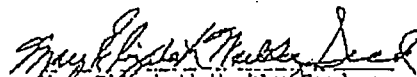
TO HAVE AND TO HOLD all and singular the premises before
mentioned unto the said GRANTEE(S), LAURA W. SEGEL, her heirs and
assigns forever.

AND the GRANTOR(S) does hereby bind herself and her
Successors, Executors and Administrators, to warrant and forever
defend all and singular the said premises unto the said GRANTEE(S),
LAURA W. SEGEL, her Heirs and Assigns, against herself and her
Successors and against every person whomsoever lawfully claiming,
or to claim the same or any part thereof.

WITNESS my Hand and Seal this 12th day of September, in
the year of our Lord two thousand and in the two hundredth and
twenty-fourth year of the Sovereignty and Independence of the
United States of America.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:


First witness sign here

Second witness sign here


Mary Elizabeth Weekley Saad, as
Trustee of the MARY ELIZABETH
WEEKLEY SAAD TRUST DATED
OCTOBER 7, 1997

STATE OF WASHINGTON }
COUNTY OF SPOKANE }

PERSONALLY appeared before me the Undersigned and made oath that (s)he saw the within-named Grantor, MARY ELIZABETH WEEKLEY SAAD AS TRUSTEE OF THE MARY ELIZABETH WEEKLEY SAAD TRUST DATED OCTOBER 7, 1997, sign, seal, and as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that (s)he, with the other witness subscribed above witnessed the execution thereof.

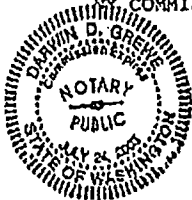
SWORN TO BEFORE ME THIS

12TH DAY OF SEPTEMBER, 2000.

Harry R. Davis
First Witness sign here

D. D. R. (L.S.)
NOTARY PUBLIC FOR State of Washington
MY COMMISSION EXPIRES:

7-24-03



PARAGON PRODUCE CORPORATION
W. J. WEEKLEY for WEEKLEY FARMS, ET AL.
LEASE AGREEMENT

This CONTRACT dated this fifteenth day of August, 2002 is between Paragon Produce Corporation, a Florida Corporation whose address is 315 East New Market Road, Immokalee, Florida 34142 (hereinafter referred to as "TENANT") and W. J. Weekley, whose address is 11695 Old Salkehatchie Road, Varnville, South Carolina 29944 on behalf of Weekley Farms, Laura W. Segel, Margaret Shinar, John Chakides, Betty Denny and Mixon Zahler, (hereinafter referred to as "LANDLORD") and incorporates various understandings between TENANT and LANDLORD.

Landlord hereby leases and rents to Tenant the premises described as follows:

All of that certain piece, parcel or tract of land situate, lying and being in the County of Hampton, State of South Carolina, containing three hundred twenty-nine (329) acres, according to a plat of a survey thereof made by W. H. Miley, surveyor dated December 17, 1938, being designated on said plat as Tract Number 2 and bounded on the Northeast by Big Salkehatchie Swamp; on the Southeast by lands of J. F. Weekley and lands of L. C. Weekley; on the southwest by lands of J. F. Weekley; and on the Northwest by lands of Big Salkehatchie Cypress Lumber Company.

This lease shall be in effect for the following terms:

Six (6) Months commencing July 1, 2002

Five (5) Years commencing January 1, 2003

Tenant shall pay Landlord the sum of \$150.00 (one hundred fifty dollars) per acre payable as follows:

\$22,500.00 (Twenty two thousand five hundred dollars) at contract signing

\$45,000.00 (Forty five thousand dollars) on January 1, 2003, 2004, 2005, 2006, 2007

If the land should prove farmable for tomatoes, this contract will automatically renew on January 1, 2008 for an additional five years at the rate of \$175 per acre. Otherwise, this contract will terminate on December 31, 2007.

Landlord shall provide the use of a 90' Quonset hut, a melon dock and loading shed, and an 8" well and electric motor.

Upon expiration of the lease, tenant will turn over possession of the leased premises in its present condition, reasonable wear and tear accepted. Tenant shall commit no waste to the leased premises and may not assign or sub-let the premises without the prior agreement of Landlord.

Tenant shall comply with all building, zoning and health codes and other applicable laws for said leased premises as well as regulations posted from time to time by Landlord.

Landlord reserves for themselves, their guests and invitees all hunting rights in respect to said property, it being understood that this agreement covers only the rental of the land for agricultural purposes and does not include rights to the woodlands, marshlands and 20 acres upon which Landlord intends to build. Tenant agrees that the water supply to the duck and fishpond will not be cut off or interrupted.

Tenant shall maintain in full force and effect comprehensive tenant's liability insurance including public liability for bodily injury of at least \$1,000,000 with a carrier acceptable to Landlord. In addition, tenant will provide a certificate of insurance naming landlord as additional insured for coverage on the 90' Quonset hut, melon dock and electric motor.

Upon the partial destruction of the premises by casualty, this lease shall not end, but rent shall be abated as to the portion of the premises which are untenable. This lease shall terminate in case of condemnation of the property by legal authority as of the effective date of the taking.



It is further understood that by their signatures to this document, all parties agree to the issuance of one check payable to W. J. Weekley, acting as trustee for the others and that one 1099 will be issued at the end of the calendar year to Mr. Weekley.

DATED August 19, 2002

W. J. Weekley for Weekley Farms
Social Security Number _____

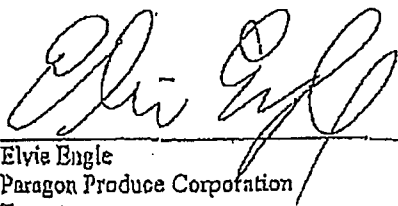
Laura W. Segel
Social Security Number _____

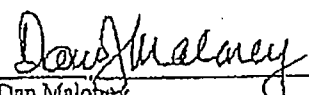
Margaret Shinar
Social Security Number _____

John Chalcides
Social Security Number _____

Betty Denny
Social Security Number _____

Mixon Zahler
Social Security Number _____


Elvie Engle
Paragon Produce Corporation
Tenant


Dan Maloney
Six L's Packing Company, Inc. and Subsidiaries

RPM :

FAX NO. : 8039439415

Aug. 13 2002 06:51PM P2

It is further understood that by their signatures to this document, all parties agree to the issuance of one check payable to W. J. Weekley, acting as trustee for the others and that one 1099 will be issued at the end of the calendar year to Mr. Weekley.

DATED 8-12-00

W. J. Weekley
W. J. Weekley for Weekley Farms
Social Security Number 247-22-9800

Laura Segel
Laura W. Segel
Social Security Number 331-60-5344

Margaret Shinar
Social Security Number _____

John Chakides
Social Security Number _____

Bert Denny
Social Security Number _____

Miken Zalder,
Social Security Number _____

Elvie Engle
Paragon Produce Corporation
Tenant

It is further understood that by their signatures to this document, all _____ agree to the issuance of cash check payable to W. J. Weekley, acting as trustee for the officers and that one 1099 will be issued at the end of the calendar year to Mr. Weekley.

DATED July 31, 2002

W. J. Weekley for Weekley Farms
Social Security Number _____

Laura W. Segel
Social Security Number _____

Margaret W. Shiner
Margaret Shiner
Social Security Number 251-24-8344

John Caskides
Social Security Number _____

Betty Drapy
Social Security Number _____

Mixon Zahler
Social Security Number _____

Elvis Eagle
Paragon Produce Corporation
Tenant

08/14/06 11:10 FAX 045 884 4101

DR. DONALD AHERN:

002

FROM : COASTAL ANESTHETISTS

FAX NO. : 843-477-0576

Aug. 13 2006

It is further understood that by their signature to this document, all parties agree to the issuance of one check payable to W.J. Weekley, acting as trustee for the others and that one 1099 will be issued at the end of the calendar year to Mr. Weekley.

Dated August 13, 2002

W.J. Weekley for Weekley Farm
Social Security Number _____

Laurel Segel
Social Security Number _____

Margaret Shinn
Social Security Number _____

Betty Denny
Social Security Number _____

Milton Zahler
Social Security Number _____

Below are heirs to a portion of the subject property under the open estate of Ruth W. Chakides:

Katherine C. Gaffes
Katherine C. Gaffes
Social Security Number - 250-80-0875

John H. Chakides, Jr.
John H. Chakides, Jr.
Social Security Number - 250-80-0874

Philip G. Chakides
Philip G. Chakides
Social Security Number - 250-80-0873

Daniel H. Chakides
Daniel H. Chakides
Social Security Number - 248-17-7836

It is further understood that by their signatures to this document, the parties agree to the issuance of one check payable to W. J. Weekley, acting as trustee for the others and that one 1099 will be issued at the end of the calendar year to Mr. Weekley.

DATED 7-30-2002

W. J. Weekley for Weekley Farms
Social Security Number _____

Laura W. Segal
Social Security Number _____

Margaret Shiner
Social Security Number _____

John Chikides
Social Security Number _____

Betty Denny
Betty Denny
Social Security Number 249-52-0244

Milton Zahler
Social Security Number _____

Elvir Engle
Paragon Produce Corporation
Tenant

It is further understood that by their signatures to this document, all parties agree to the issuance of one check payable to W. J. Weekley, acting as trustee for the others and that one 1099 will be issued at the end of the calendar year to Mr. Weekley.

DATED 8/12/02

W. J. Weekley for Weekley Farms
Social Security Number _____

Laura W. Segel
Social Security Number _____

Margaret Shinar
Social Security Number _____

John Chakides
Social Security Number _____

Betty Denny
Social Security Number _____

Mixon Zahler
Mixon Zahler,
Social Security Number 251-15-6603

Elvic Engle
Paragon Produce Corporation
Tenant

ADDENDUM

Kuzzens, Inc. (replaces Paragon Produce Corporation). W.J. Weekley for Weekley Farms, ETAL.

Term of contract: January 1, 2008 – December 31, 2012
Acreage: 197 acres
Rate: \$175 per acre

This addendum dated this fifth day of December 2007 is between Kuzzens, Inc. whose address is 315 E. New Market Rd, Immokalee, FL 34142 herein referred to as "tenant" and Weekley Farms whose address is 11695 Old Salkehatchie Road, Varnville, South Carolina 29944 known as "land lord".

Kuzzens, Inc. shall replace Paragon Produce Corporation as tenant. The land lord shall remain the same. Acreage is reduced from 329 acres to 197 acres, which constitutes "farmable" acres for the term of this lease. All other terms of the original lease shall remain in effect.

Tenant shall pay the land lord the sum of \$175 per acre payable as follows:

\$34,475 (thirty four thousand, four hundred seventy five dollars and zero cents) on January 1, 2008, 2009, 2010, 2011 and 2012.

Laura Weekley Segel, Weekley Farms

Date

Gerard B. Odell, Jr., Kuzzens, Inc.

Date

ADDENDUM

Kuzzens, Inc. (replaces Paragon Produce Corporation). W.J. Weekley for Weekley Farms, ETAL.

Term of contract: January 1, 2008 – December 31, 2012
Acreage: 204.3 acres
Rate: \$175 per acre

This addendum dated this fifth day of December 2007 is between Kuzzens, Inc. whose address is 315 E. New Market Rd, Immokalee, FL 34142 herein referred to as "tenant" and Weekley Farms whose address is 11695 Old Salkehatchie Road, Varnville, South Carolina 29944 known as "land lord".

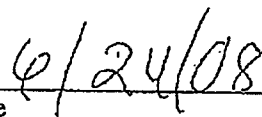
Kuzzens, Inc. shall replace Paragon Produce Corporation as tenant. The land lord shall remain the same. Acreage is reduced from 329 acres to 197 acres, which constitutes "farmable" acres for the term of this lease. All other terms of the original lease shall remain in effect.

Tenant shall pay the land lord the sum of \$175 per acre payable as follows:

\$35,752.50 (thirty five thousand, seven hundred fifty-two dollars and fifty cents) on January 1, 2008, 2009, 2010, 2011 and 2012.



Laura Weekley Segel, Weekley Farms



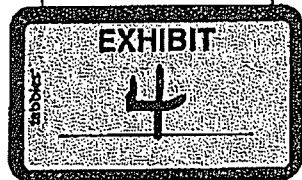
Date

Gerard B. Odell, Jr., Kuzzens, Inc.

Date

SIX L" RENTAL PAY FOR LAST HALF OF YEAR 200.

#	AC.	RENT ENCL	BOOK RENT	SURVEY	HOUSE	INTS	5% Net Chgs
M. SHINAR	15-(13)	975	562.50	487.50	138	48.75	863.2
J. CHARLES	15	1125	562.50	487.50	138	56.25	1005.2
L. SEGAL	10	750			138	37.5	513.00
B. DENNY	10	750	375	325	138	37.50	624.0
(M. ZAHLEA	67.85(65)	+4875	+1580		138	243.75	6674.
002 Trail Survey Rent \$ 50.							
(*) ACTUAL AC. to be used by 6 L TIMON SALE 14.8							
7587.							



Six Lth RENTAL PAY FOR LAST HALF OF YEAR 2001

#	AC.	RENT	RENT	SURVEY	HOUSE	5%	Net
M. SHINAR	15-(13)	975	562.50	487.50	138.	48.75	863.25
J. CHAKIR	15/4	1125	562.50	487.50	138.	56.25	1005.25
L. SEQAL	10	750			138.	37.50	573.50
B. DENNY	10	750	375	325	138	37.50	674.50
M. ZAHLEA	67.85(65)	+4875	+1580		138	243.75	6671.50

002 Total 30000 Rent 1500

(*) ACTUAL AC. to be used by 6/12 TIMON SAL 1458
002 Total credit from M. ZAHLEA +1580

# AC.	GROSS RENT	INVS. 2003	5% FEE	TAXES	NET RENT
CHARLES 15	2250	138	112.	64	1936
SHINAR 15-18	1950	138	97	64	1651
DENVY 10	1500	138	75	43	1244
SEAL 10	1500	138	73	43	1244
ZAHLE 68-69	9750	138	487	0	9125
			TIMBER SALE		1458
THIER 6 MOS RENT	4875	138	244.	0	4493
			BACK LAND RENT		1580
			4R. 002 + 003 TRAILER SPACE RENT		100
					16756
WJH DEBT PAID IN FULL - 10,000					
					\$16756

... 2004 - Six-L Rent rec 1/24/04 (late)

	#AC	Gross Rent	Ins. 04	5% Fee	Taxed	Net
Chakides	15	2250	138	112	64	\$1936 ✓
Shinar	15-13*	1950	138	97	64	\$1651 ✓
Denny	10	1500	138	75	43	\$1244 ✓
Segal	10	1500	138	75	43	\$1244 ✓
Zahler	68-65*	9750	138	487	0	9125
				04 Trailer Rent		50
						<u>\$9175</u> ✗

taxes due 1/15/04

6-2
file

Tax Map # 170-00-0014

261.14 acres

1109.85

1143.15 3% Paid late (didn't know)
Dad in hospital

1220.84 10% ~~True~~ 2/2

pd
1/26/04

3732

4.25

per acre

@ reg rate

4.38

per acre

@ 3% penalty

2005 - Six-L Rent rec 11/7/05 - cleared 11/28/05

	# acres	Gross Rent	Ins: '05	5% fee	taxes	Net
Chakides	15	2250	138	112	74	1926
Shiner	15-13*	1950	138	97	74	1641
Denny	10	1500	138	75	50	1237
Segel	10	1500	138	75	50	1237
Zahlen	68-65*	9750	138	487	0	9125.00
				'05 Trailer Rent		+ 50.00
						<u>9175.00</u>

sent out 2/4/05

2006 - Six L Rent Rec 1/11/06 - cleared 1/23/06

	# of acres	Gross Rent	Ins '06	5% fee	taxes	Net
Chetidas	15	2250	138	112	77	1923
Shinan	15-13*	1950	138	97	~~77~~	1682
Denny	10	1500	138	75	52	1235
Segel	10	1500	138	75	52	1235
Zahler	68-65*	9250	138	487	0	9125
				60 trailer rent		+ 50 9175

sent out 1/30/06

2007 Six'L Rent rec 1/24/07 - cleared						
	# acres	gross rent	ins. '07	5% fee	taxes	Net
Cheticles	15	2250	138	112	90	\$1910
Shiner	15-13*	1950	138	97	90	\$1625
Denny	10	1500	138	75	60	\$1227
Sejel	10	1500	138	75	60	\$1227
Zahler	68-65*	9750	138	487	0	\$9125

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF HAMPTON	)	PROBATE FILE NO. 5992.2
	)	
	)	
ESTATE OF WILLIE G. WEEKLEY,	)	
DECEASED, BY ITS PERSONAL	)	
REPRESENTATIVE, BETTY W.	)	
DENNEY,	)	
	)	
	)	
Plaintiff,	)	THE PLAINTIFF'S MEMORANDUM
	)	IN SUPPORT OF HER MOTION FOR
-vs.-	)	SUMMARY JUDGMENT
	)	
	)	
L.C. WEEKLEY, LAURA WEEKLEY	)	
SEGAL, INDIVIDUALLY AND AS	)	
PERSONAL REPRESENTATIVE OF THE	)	
ESTATE OF WILLIAM JAMES	)	
WEEKLEY, DECEASED, PETER SAAD	)	
AS PERSONAL REPRESENTATIVE OF	)	
MARY ELIZABETH WEEKLEY SAAD,	)	
DECEASED AND AS TRUSTEE OF THE	)	
MARY ELIZABETH SAAD TRUST,	)	
	)	
Defendants.	)	

TO: THE HONORABLE SHELIA B. ODOM
PROBATE JUDGE FOR HAMPTON COUNTY

The Plaintiff Betty W. Denney, as Personal Representative of the Estate of Willie G. Weekley, Deceased, by and through her undersigned counsel, submits the following Memorandum in support of her Motion for Summary Judgment dated September 24, 2009. For the reasons stated herein, the Plaintiff requests that this Court grant her motion by ruling that the conveyances described in Paragraph 9 of the Plaintiff's Complaint violate the will of Willie G. Weekley dated May 10, 1973, and by placing the properties back into the Estate of Willie G. Weekley for proper distribution according to that will.

BACKGROUND

Betty W. Denney is the Personal Representative of the Estate of Willie G. Weekley. This Court appointed her on July 14, 2006. (Order of Appointment)(Exhibit "A"). Mrs. Denney is the daughter to Willie G. Weekley. Willie G. Weekley died testate in 1977 leaving that Last Will and Testament dated May 10, 1973 (the "Will")(Exhibit "B"). Mr. Weekley's estate was opened on February 28, 1983, and remains open to this day. It has yet to be fully administered.

The Will sets forth specific mechanisms for the disposal of the real property of Mr. Weekley. (Will, Sections III, IV, VI, VII, VIII). In the Will, Mr. Weekley determined that to be "fair and equitable, I hereby, for the purpose of this instrument, divide my lands into Thirty-three (33) shares of Ten (10) acres each." (Will, Section III). Those shares were then to have been distributed to the children of W.J. Weekley as follows:

IV

I hereby give, devise and bequeath the shares above referred to under the terms and conditions hereinafter set forth, to my children in the following proportions: William J. Weekley, eight and one-half (8½) shares; Doris Weekley Zahler, five (5) shares; Lucas Carroll Weekley, eight and one-half (8½) shares; Jasper Josiah Weekley, Two and one-half (2½) shares; Margaret Weekley Shinar, one (1) share; Elizabeth Weekley Saad, one (1) share; Ruth Weekley Chakides, One and one-half (1½) shares; and Betty Weekley Denney, one (1) share.

(Will, Section IV).

The remaining four (4) shares were to be divided as follows:

V

I hereby further devise and bequeath four (4) shares equally to all of my surviving children located immediately east and west of Salkehatchie Road at the northern extremity of my land, including my home and home site. I further direct that no party of this forty (40) acres can be sold or divided without the unanimous consent of all surviving heirs. Taxes shall be shared equally by all surviving heirs. Maintenance, use of, and physical developments that occur on this forty (40) acres must have majority agreement of all surviving heirs. In this instance, each vote shall be by surviving heirs, rather than by shares owned. Upon the death of my last surviving child, provided this forty (40) acres has not been disposed of

prior to that time by unanimous agreement of all surviving heirs, then I further direct that this forty (40) acres be divided equally among all of my surviving grandchildren or sale at auction to the highest bidder, and the proceeds of same be distributed among all of my surviving grandchildren. Regarding of the time of sale, prior to the death of my surviving children or after, the proceeds of the sale of this forty (40) acres, or any part thereof, shall be divided equally among my then surviving grandchildren.

(Will, Section V). Currently, the only two living children of Willie G. Weekley are Mrs. Denney, aged 76, and Margaret Weekley Shinar, aged 89.

The Will goes on to set forth the further disposition of the property as follows:

VI

The location of each devisees portion of land is to be determined by majority vote of the devisees. The vote of each devisee will be in proportion to their shares. It is my desire and intention that Jasper Josiah Weekley's portion be in the "Pine Thicket." His portion will be on Salkehatchie Road joining the J.F. Weekley property and going back to the swamp.

(Will, Section VI).

The next Section of the Will is the key to the current dispute before the Court. It states as follows:

VII

I hereby direct that any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. **I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees.** Should they not be able to agree on a price for the property to be sold, then the seller would choose one appraiser and the remaining devisees another appraiser and the third appraiser [sic] would be the Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received in Paragraph IV, and the portion so purchased would likewise be divided.

(Will, Section VII)(emphasis added)

Section VIII of the Will establishes that until such time as the entire estate has been distributed, then all decisions regarding the management of the estate shall be by

vote of the devisees in proportion to their share, and all profits and losses shall be by proportion, too. (Will, Section VIII). Section XI of the Will states that if a devisee shall predecease W.G. Weekley, then issue of the devisee shall take their parent's share *per stirpes*. (Will, Section XI).

The Will named William J. Weekley, Doris Weekley Zahler, and Lucas Carroll Weekley as the executors. (Will, Section XII) All three of these devisees are deceased, and Betty W. Denney became the Personal Representative accordingly and by petition to this Court. (Petition for Appointment of Substitute/Replacement Personal Representative, 5/1/2006)(Exhibit "C").

Prior to her appointment as Personal Representative, Mrs. Denney determined that since April 2, 1983, there had been no activity with her father's estate since 1983. (Petition for Appointment). Mrs. Denney then undertook the marshalling of the assets of the estate in an attempt to bring the estate to a close. In doing so, Mrs. Denney hired a title abstractor to determine the status of the 330 acres. As a result of that abstract, Mrs. Denney discovered that there were several transfers from devisees to her brother W. J. Weekley. These transfers were as follows:

1. Conveyances from L.C. Weekley to W.J. Weekley (conveying L.C. Weekley's interest in Tact 2¹ under (1) Will of Willie Gelzer Weekley and/or; (2) Death of Jasper J. Weekley by Deed filed on 12/20/1999 in Hampton County Deed Book 236 at Page 293. (Exhibit "D");
2. Mortgage from William James Weekley to Lucas Carroll Weekley dated 12/20/1999 and filed in Hampton County Mortgage Book 260 at Page 271. (Exhibit "E");

¹ This 'Tract 2' is reference to Tact 2 on plat by W.A. Miley dated December 17, 1938 filed in Plat Book 3, Page 135 in Hampton County Records. This plat was agreed upon division regarding Estate of J.J. Weekley, deceased. See also Deed Book 31 at Page 120.

3. Deed from Mary Elizabeth Weekley Saad to Mary Elizabeth Weekley Saad Trust dated 10/7/1997 (conveying her interest in Tract #2 originally the property of her father Willie Gelzer Weekley) being dated 5/8/2000 and filed in Hampton County Public Records in Deed Book 242 at Page 112. (Exhibit "F");
4. Deed from Mary Elizabeth Weekley Saad as Trustee of the Mary Elizabeth Weekley Saad Trust dated 10/7/1997 to Laura W. Segal (conveying all the Trust interest in Tract 2 received from her father W.G. Weekley) which deed is filed in Hampton County Public Records in Deed Book 246 at Page 225. (Exhibit "G").

At no time did these conveyances comply with ~~the~~ ^{the Will} Specifically, at no time did any of the parties to these transactions conduct a vote to au *Hearsay*
the remaining devisees or follow the pricing by propo *Write letter to*
VI, VII). The Will establishes that Mr. Weekley's *Cite them as*
children. (Will, Section IV). These transactions go : *evidence*
none of the remaining devisees were advised of the tra
to purchase the shares of L.C. Weekley and Mary Elizabeth Weekley Saad. (See Letter of Margaret W. Shinar dated 4/10/2010)(Exhibit "H"). Mrs. Denney is seeking to have this Court determine that these conveyances did not comply with her father's Will.

The deeds transferred the interest of L.C. Weekley and Mary Elizabeth Weekley Saad to W. J. Weekley. He is now deceased, and Laura W. Segal, is his personal representative, and heir. Ms. Segal is the only member of her family contesting Ms. Denney's attempt to have these transactions return to the Estate. All other Defendants are in default and support the return of these properties to the Estate.

ARGUMENT

This Court should order that these transfers violated Mr. Weekley's will so that these interests can be put back into the Estate and distributed in accordance with the intent of Mr. Weekley. In construing a will, the court should strive to determine and give effect to the testator's intent. *May v. Riley*, 279 S.C. 248, 305 S.E.2d 77 (1983); *In re Estate of Fabian*, 326 S.C. 349, 483 S.E.2d 474 (Ct. App. 1997). Intent must be gathered from the instrument as a whole, giving consideration to the words the testator used and reading them according to established principles of law. *King v. South Carolina Tax Comm'n*, 253 S.C. 64, 173 S.E.2d 92 (1970). The court should read the testator's language to effectuate the testator's intent, unless that intent contravenes some well settled rule of law or public policy. *Mille v. Rogers*, 246 S.C. 438, 144 S.E.2d 485 (1965) Moreover, the rules of construction are of secondary importance to the need to ascertain what the testator meant by the terms used in the written instrument itself, and each provision of the will must be considered in relation to the other provisions. *Allison v. Wilson*, 306 S.C. 274, 411 S.E.2d 433 (1991). The deeds to W.J. Weekley and Laura Segal violated the intent of the testator.

The two deeds do not comply with the intent of Mr. Weekley as the testator. Pursuant to Section III of the Will, it is clear that Mr. Weekley intended to distribute his real property "among my sons and daughters." (Will, Section III). Section IV of the Will demonstrates again that Mr. Weekley would "devise and bequeath to my children..." (Will, Section IV). The shares set forth in Section IV were for the children of Mr. Weekley in the proportionate amounts set forth. Section V of the Will leaves the remaining four (4) shares of the real property to his "surviving children" and then to his grandchildren (Will, Section V). Currently, there are two (2) surviving children. Pursuant to that Section, the forty (40) acres therein can be sold with unanimous agreement of the surviving heirs. (Will, Section V). The surviving heirs are Mrs.

Denney and her sister, Mrs. Shinar. The language of the Will proves that Mr. Weekley intended his children to be the beneficiaries thereunder.

The Will also clearly proves that all of his children had to be given a right of first refusal should any of the other devisees, his children, wish to sell his portion of the property. (Will, Section VII). The transfers to W.J. Weekley and Laura W. Segal described above failed to comply with this portion of the Will and flaunted the intent of the testator. Mr. Weekley devised and bequeathed the property to his children in an elaborate manner with specific provisions for dividing his property. (Will, Section IV, V, and VII). W.J. Weekley and his daughter Laura W. Segal received their extra shares from L.C. Weekley and Elizabeth Weekley Saad in clear contravention of the intent of the Will. As demonstrated, there was no offer of these shares to the remaining devisees contemporaneous with the deeds. There was no proportionate contribution to the purchase price according to the proportions received as required by the Will. (Will, Section VII). Without such compliance, the Will has been violated.

Laura W. Segal cannot demonstrate compliance with the Will. In her Affidavit dated October 13, 2010, Ms. Segal engages in a lengthy recitation of her grandfather's Will. She does not, and cannot, claim that the transfers are in compliance with the Will. In her Affidavit, she states that she received the interest of her father, her uncle L.C. Weekley and her aunt Mary Elizabeth Weekley Saad. She cannot demonstrate compliance with the intent of her grandfather's will in that no offer of first refusal was provided to the devisees as described in Sections IV and VII of the Will. A lengthy discussion of the lease to Paragon Produce does not negate the violation of the intent of W.G. Weekley's will. That the Will has been violated warrants those shares being returned to the estate.

Additionally, it would be inequitable for the Estate to be deprived of these shares when the Will sets forth a method for transferring them. W.J. Weekley and Ms. Segal received these

*Cannot stay w/ children forever
Stay in family*

shares in violation of the Will. These transfers should be returned to the Estate for their appropriate distribution. Ms. Segal would then receive the shares apportioned to her father: 8½

shares. This entire process has resulted in the Estate remaining open un-necessarily to the extent that there are only a few acres difference in what Ms. Segal would receive had the Will been

9 1/2 shares = 95 acres out of 330

complied with and what she is claiming at the present due to these illegal transfers. The Will's

clear intent was that all the property should be distributed per the instructions in Sections IV, V, and VII. That has not been done.

will says per stirpes / not per capita
CONCLUSION *pass to grandchildren*

For the foregoing reasons, the Court should grant the Plaintiff's motion, declare these transfers to have been in violation of the Will, and return these shares to the Estate.

Respectfully submitted,

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

October 14, 2010

By: *G. Hamlin O'Kelley, III*

G. Hamlin O'Kelley, III
S.C. Bar Number 15491
652 Coleman Blvd, Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com

EXHIBIT "B"

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON) LAST WILL AND TESTAMENT
OF WILLIE GELZER WEEKLEY

I.

I, Willie Gelzer Weekley, of Hampton County, South Carolina, being of sound mind and body, but being cognizant of the uncertainty of life and the certainty of death, do hereby make, declare and publish this my Last Will and Testament hereby revoking all Wills and Codicils heretofore by me made.

II.

I hereby direct that all of my just debts, including my burial expenses, be paid first from my personal property and if that be insufficient, then from my real estate.

III.

119W
1
In order to distribute my real estate among my sons and daughters in a manner I feel, after long and thorough deliberation, fair and equitable I hereby, for the purpose of this instrument, divide my lands into Thirty-three (33) shares of Ten (10) acres each.

IV.

I hereby give, devise and bequeath the shares above referred to under the terms and conditions hereinafter set forth, to my children in the following proportions: William J. Weekley, eight and one-half ($8\frac{1}{2}$) shares; Doris Weekley Zahler, five (5) shares; Lucas Carroll Weekley, eight and one-half ($8\frac{1}{2}$) shares; Jasper Josiah Weekley, Two and one-half ($2\frac{1}{2}$) shares; Margaret Weekley Shinar, one (1) share; Elizabeth Weekley Saad, one (1) share; Ruth Weekley Chakides, One and one-half ($1\frac{1}{2}$) shares, and Betty Weekley Denny, one (1) share.

V.

I hereby further devise and bequeath four (4) shares equally to all of my surviving children located immediately east and west of Salkehatchie Road at the northern extremity of my land, including my home and home site. I further direct that no part of this forty (40) acres can be sold or

LAW OFFICE OF
KEITH M. KINARD
WALTERBORO, S. C.

divided without unanimous agreement of all surviving heirs. Taxes shall be shared equally by all surviving heirs. Maintenance, use of, and physical developments that occur on this forty (40) acres must have majority agreement of all surviving heirs. In this instance, each vote shall be by surviving heirs rather than by shares owned. Upon the death of my last surviving child, provided this forty (40) acres has not been disposed of prior to that time by unanimous agreement of all surviving heirs, then I further direct that this forty (40) acres be divided equally among all of my surviving grandchildren or sold at auction to the highest bidder, and the proceeds of same be distributed equally among the surviving grandchildren. Regardless of the time of sale, prior to the death of my surviving children, or after, the proceeds of the sale of this forty (40) acres, or any part thereof shall be divided equally among my then surviving grandchildren.

VI.

The location of each devisee's portion of land is to be determined by a majority vote of the devisees. The vote of each devisee will be in proportion to their shares. It is my desire and intention that Jasper Josiah Weekley's portion be in the "Pine Thicket". His portion will be on the Salkehatchie Road joining the J. F. Weekley property and going back to the swamp.

VII.

I hereby direct that at any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees. Should they not be able to agree on a price for the property to be sold, then the seller would choose one appraiser and the remaining devisees one appraiser and the third appraiser would be the Palmetto State Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. The devisees purchasing the property would contribute to the purchase price according to the proportions they received

LAW OFFICE OF
KEITH M. KINARD
WALTON, N. C.

in Paragraph IV, and the portion so purchased would be likewise divided.

VIII.

I further direct that from my death, until my entire estate has been distributed, as hereinabove set forth, that all decisions necessary to the management of the property be made by vote of the devisees. The vote of each devisee will be in proportion to their shares. Also, until divided, all profits and losses will likewise be proportionately divided.

IX.

I give and bequeath to my oldest son, Lucas Carroll Weekley, and my youngest son, Jasper Josiah Weekley, share and share alike, all personal property which I may own at my death.

X.

I also request that William J. Weekley, as he and I have previously agreed, satisfy the existing mortgage held by Palmetto State Bank over my farm within Ten (10) days of the publishing of my Will.

XI.

If any of the above named devisees or legatees shall predecease me, leaving issue surviving me, such issue shall represent their parent and take such parent's share per stirpes.

XII.

I hereby nominate and constitute William J. Weekley, Doris Weekley Zahler and Lucas Carroll Weekley as Executors and Executrix of this my Last Will and Testament. I further direct that in the event of the death or inability to act of any one of the Executors or the Executrix, that he or she or they, be replaced by another of the devisees selected by a majority vote of the remaining devisees.

XIII.

All the rest and residue of my estate, of which I may die seized or possessed, I hereby devise and bequeath unto my children surviving me, share and share alike.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 10th
day of May 1973.

Willie Gelzer Weekley
Willie Gelzer Weekley

Signed, sealed, published and declared by the said Willie Gelzer
Weekley to be his Last Will and Testament in the presence of us, who at
this request and in his presence and in the presence of each other, do
hereunto set our hands as witnesses.

Walter D. Mathis residing at Walterburg, S.C.
Janie C. Hill residing at Walterburg, S.C.
Irish M. Kinison residing at Walterburg, S.C.

County of Hampton

Ex Parte William J. Weekley, Doris

Weekley Zahler & Lucas Carroll Weekley

In Re Estate Of:

Willie Gelzer Weekley

Petitioner,

Deceased.

To Bessie P. Cope

., Probate Judge for said County:

The Petition of the undersigned respectfully represents:

1. That Willie Gelzer Weekley Age 81, who last dwelt in Hampton County
in the County and State aforesaid, died testate on the 6 day of November
in the year of our Lord one thousand nine hundred and Seventy Seven possessed of goods and estate to be administered.

2. That said deceased left a Will, bearing date 10 day of May, 1973
and Codicil, bearing date day of , 19
herewith presented. Your petitioner hereby applies for letters testamentary
they were named executors in said will for the reason

3. That under and by virtue of the terms of the Will of the said testator/testatrix the following are the beneficiaries therein named as legatees or devisees:

(Show all legatees and devisees by divisions into family groups.)

[illegible]

*Enter the exact age at date of decedent's death if then living; if not then living, enter in the age column the word "dead".

4. That the testator/testatrix died seized and possessed of a personal estate of about the value of...

One Thousand (\$1,000.00) dollars, consisting of the following moneys, goods and chattels:

(a) Cash on hand and in banks \$

(b) Moneys due testator/testatrix on account of bonds, mortgages and other securities \$

EXHIBIT "C"

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
COUNTY OF HAMPTON	)	PROBATE FILE NO. 5992
	)	
Ex Parte:	)	PETITION FOR APPOINTMENT OF
BETTY W. DENNEY,	)	SUBSTITUTE/REPLACEMENT
	)	PERSONAL REPRESENTATIVE
	)	
In Re:	)	
ESTATE OF WILLIE GELZER	)	
WEEKLEY, deceased and/or its sole	)	
surviving executor/Personal Representative	)	
Lucas Carroll Weekley	)	
	)	

NOW COMES THE UNDERSIGNED BETTY WEEKLEY DENNEY, who first being duly sworn, petitions the Court as follows:

1. She is one of the children of the deceased William Gelzer Weekley and was/is a sister to the originally named executors William J. Weekley, Doris Weekley Zahler and Lucas Carroll Weekley. Her address is PO Box 96, Barwick, GA 31720.

2. Two of the three original executors (William J. Weekley and Doris Weekley Zahler) are now deceased and no replacement for them has been appointed. The address of Lucas Carroll Weekley, currently the only Executor/Personal Representative, is 401 Shaw Drive, Hampton, SC 29924.

3. All issues presented arise out of
- (a) the death of her father, Willie Gelzer Weekley on November 6, 1977;
 - (b) the initial Probate Court proceedings commenced on or about February 28, 1983 pursuant to the directions in his Last Will and Testament dated May 19, 1973; as
 - (c) filed by William J. Weekley, Doris Weekley Zahler and Lucas Carroll Weekley, all being adult children of the deceased and named in the Will as those to become executors.

4. A full review of the Probate Court records show:

- a. a Petition to Admit the Will in complete form, along with an initial inventory, all dated February 28, 1983;
- b. affidavits as to the authenticity of the Will which were obtained and filed; and
- c. that the Probate Court duly issued Letters of Administration of the Last Will to William J. Weekley, Doris Weekley Zahler and Lucas Carroll Weekley, on or about April 2, 1983.

5. A review of an abstract of a certified copy of the Probate Court records reflect no activity since April 2, 1983.

6. She is concerned that the passage of time without a complete administration of the estate of her father, together with the death of some of the original devisees while the estate is still open, is inappropriate and requires attention to avoid further delay in the execution of the decedent's Last Will and judicial resolution of all open items.

7. She is informed and believes that:

- a. the initial Inventory of Assets of the decedent, which showed limited personal property and substantial real estate assets need to be completed in so far as possible;
- b. an accurate listing of any (all) debtors and/or creditors of the decedent needs to be created;
- c. the directions in the will as to division/distribution of the assets needs to be applied to the assets identified and then implemented, in the normal course with notice to all devisees and/or their successor assigns;
- d. any and all other items essential to the honoring of the Will and the statute and common law of South Carolina shall be completed and;
- e. after determination that all debts due have been paid and estate tax closing letters obtained and then final distributions made, after notice

to all concerned and this Court's prior approval of the Plan of Distribution;

f. the estate should be closed.

8. She is informed and believes that she along with retained counsel is able and competent to commence and complete, with the Court's supervision and approval all steps necessary, and possible, at this time, to continue and complete the administration of the estate of her father, William Gelzer Weekley, deceased.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief; and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 1st
day of May, 2006.

Amy C. Byars
Notary Public for Brooks County
My Commission Expires: Oct 26, 2008

Notary Public, Brooks County, Georgia
My Commission Expires Oct. 26, 2008

Signature: Betty W. Denney
Name: Betty W. Denney
Address: P.O. Box 96
Barwick, GA.
Telephone (O): _____
(H): 229-735-2005

BUIST, BYARS, PEARCE & TAYLOR, LLC

Bluffton, South Carolina

May 24, 2006

By: James M. Herring
James M. Herring
S.C. Bar No. 3089
One Westbury Park Way, Suite 101
PO Box 1470
Bluffton, SC 29910
(843) 815-4100
jherring@buistbyars.com

ORDER FOR HEARING

IT IS HEREBY ORDERED that a hearing on the matter be set for:

DATE: _____
TIME: _____
PLACE: _____

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this _____ day of _____, 2006

, Probate Court Judge

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for successor Personal Representative(s) be

☐ GRANTED ☐ DENIED

Executed this _____ day of _____, 2006

, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: _____

Name: _____

Address: _____

Telephone (O): _____

(H): _____

Attorney: _____

Address: _____

Telephone: _____

EXHIBIT "E"

99-2199
MORTGAGE

ORIGINAL RETURNED
TO Bill Anderson

THIS MORTGAGE is made this 20 day of December, 1999, between W.J. WEEKLEY (herein "Borrowers"), and L.C. WEEKLEY (herein "Lender").

WHEREAS, Borrowers are indebted to Lender in the principal sum of ONE HUNDRED THIRTY-TWO THOUSAND AND NO/100 (\$132,000.00) Dollars, which indebtedness is evidenced by Borrower's Note of even date herewith (herein "Note"), with the balance of the indebtedness, including principal and interest, if not sooner paid, due and payable on the 1st day of October, 2015.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums advanced in accordance herewith, to protect the security of this mortgage, and the performance of the covenants and agreements of Borrowers herein contained, Borrowers do hereby mortgage, grant, and convey to Lender all the real property described as follows:

ALL OF THE RIGHT, TITLE AND INTEREST OF L.C. WEEKLEY, BEING THAT CERTAIN INTEREST INHERITED FROM HIS FATHER, W.G. WEEKLEY AND FROM HIS BROTHER, JASPER J. WEEKLEY, in and to the following described property, to-wit: All that certain piece, parcel or tract of land situate, lying and being near the Salkehatchie River, in Hampton County, South Carolina, the same being designated as Tract No. 2 containing 329 acres, more or less, and being more fully shown on plat appearing of record in the office of the Clerk of Court for Hampton County in Plat Book 3, page 135, and according to said plat being bounded as follows: Northeast by Big Salkehatchie Swamp; Southeast by lands of J. F. Weekley and lands of L. C. Weekley; Southeast by lands of J. P. Weekley; and on the Northeast by lands of Big Salkehatchie Cypress Lumber Company.

This being the property conveyed W.J. Weekley by deed of L.C. Weekley dated December 24, 1999 and recorded in the office of the Clerk of Court for Hampton County in Deed Book D-236 at pages 293-294.

TOGETHER with all the estate, right, title, interest, claim and demand whatsoever of Borrowers of, in and to the said and ever real property, and every part and parcel thereof; and with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and heating and air conditioning equipment, plumbing, kitchen appliances, light fixtures, carpet and other equipment or fixtures now or hereafter attached to or used in connection with Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage, and all of the foregoing, together with said Property are herein referred to as the "Property".

TO HAVE AND TO HOLD, all and singular the said Property unto the said Lender, its successors and assigns, forever, and the Borrowers do hereby covenant that Borrowers are seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except as provided hereinabove, and that Borrowers will warrant and defend generally the title to the Property against all claims and demands subject only to easements and restrictions of record.

Borrowers and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrowers shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.

2. CHARGES; LIENS. Borrowers shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage by Borrowers making payment, when due, directly to the payee thereof. Borrowers shall promptly furnish to Lender all notices of amounts due under this Paragraph. Borrowers shall make payment promptly, and Borrowers shall discharge any lien which has priority over this Mortgage, provided, that Borrowers shall not be required to discharge any such lien so long as Borrowers shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contact such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

BOOK 1260 PAGE 271

3. **HAZARD OR PROPERTY INSURANCE.** Borrowers shall keep improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, for which lender requires insurance. This insurance shall be maintained in the amounts and for the periods of the loan. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

4. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrowers shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property. It shall constitute a default under this Mortgage entitling the Lender, at its option and after notice and right to cure, to accelerate the entire unpaid balance of the indebtedness hereby secured if the Borrowers fail to fully and faithfully keep and perform, if applicable, each and every covenant, agreement and provision of any recorded Declaration of Restriction or rules and regulations pertaining to the property.

5. **PROTECTION OF LENDER'S SECURITY.** If Borrowers fail to perform the covenants and agreements contained in this Mortgage, including, but not limited to, payment of taxes and insurance premiums, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements, or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrowers, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursements of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this Paragraph, with interest thereon, shall become an additional indebtedness of Borrowers secured by this Mortgage. Such amounts shall be payable upon notice from Lender to Borrowers requesting payment thereof, and shall bear interest from the date of disbursements at the rate stated in the Note unless such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this Paragraph shall require Lender to incur any expense or do any act hereunder.

The lender shall be subrogated to all right, title or equity of all persons to whom it may have paid monies, in settlement of liens, charges or in acquisition of title of, or for, Borrower's benefit hereunder, or for the benefit and account of the Borrowers at the time of making the loan evidenced by the aforementioned Note and by this Mortgage, or subsequently under any of the provisions herein.

6. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrowers reasonable notice prior to any such inspection.

7. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrowers.

If the Property is abandoned by Borrowers or if after notice by Lender to Borrowers that the condemnor offers to make an award or settle a claim for damages, Borrowers fail to respond to Lender within thirty (30) days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

8. **BOCCOMENS NOT RELEASED.** Extension of the time for payment or amortization of the sum secured by this Mortgage granted by Lender to Borrowers as to any successor in interest of Borrowers shall not operate to release, in any manner, the liability of the Borrowers and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the Borrowers and Borrower's successor in interest.

9. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of such right nor preclude the right to subsequently exercise such right nor preclude the exercise of any other right to remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

10. **REMEDIES CUMULATIVE.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS.** The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrowers, subject to the provisions hereof. All covenants and agreements of Borrowers shall be joint and several. The captions and headings of the Paragraphs of this Mortgage are for convenience only and are not to be interpreted or define the provisions hereof.

12. **NOTICE.** Any notice to Borrowers provided for in this Mortgage shall be given by mailing such notice by certified or registered mail addressed to Borrowers at the Property address. Except for any notice required under Paragraph 15, which shall be given to Borrowers in the manner prescribed by applicable law, any notice provided for in this Mortgage shall be deemed to have been given to Borrowers when given in the manner designated herein.

BOOK 1260 PAGE 272

13. **GOVERNING LAW; SEVERABILITY.** This Mortgage shall be governed by the Laws of the State of South Carolina. In the event that any provisions or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable.

14. **TRANSFER OF THE PROPERTY; ASSUMPTION.** Any sale or change in possession of the real estate herein described or any part thereof without the written consent of Lender shall, at the election of the said Lender, constitute a default and render the entire indebtedness secured hereby immediately due and payable.

Borrower acknowledges that the loan secured hereby was made by the Lender in reliance upon other factors in addition to the value of the security.

15. **ACCELERATION.** In the event of a default in any of Borrowers's obligation herein or in the Note secured hereby, Lender, at Lender's option and after not less than thirty (30) days after notices and right to cure, may declare all of the sums secured by this Mortgage immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

16. **RELEASE.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrowers. Borrowers shall pay all costs of recordation, if any.

IN WITNESS WHEREOF, Borrowers have executed and sealed this Mortgage the day and year first above-written.

Lisa B. Bueard

W.J. Weekley
W.J. Weekley

W. J. Weekley

STATE OF SOUTH CAROLINA)

COUNTY OF HAMPTON)

PERSONALLY appeared before me the Undersigned Witness and made oath that (s)he saw the within-named MORTGAGOR, W.J. Weekley, sign, seal and as his act and deed, deliver the within written Mortgage for the uses and purposes therein mentioned and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS
22 DAY OF DECEMBER, 1999.

Lisa B. Bueard

W. J. Weekley (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 8/09/2009

RECORDED IN BOOK 1260 PAGE 271-273
THIS 22nd DAY OF Dec. 1999
AT 11:44 A M. O'CLOCK
Mylinda D. Nettles
CLERK OF COURT FOR
HAMPTON COUNTY, SOUTH CAROLINA

BOOK 1260 PAGE 273

EXHIBIT "F"

RECORDED THIS 22nd DAY
OF July 2000
BY BOOK 27 PAGE 112
Auditor Harry T. Williams COUNTY, SC

200000001490
Filed for Record in
HAMPTON COUNTY SC
MYLINDA NETTLES
On 05-22-2000 At 04:30 pm.
D-DEED 10.00
Book 242 Page 112 - 115

200000001490
WILLIAM C ANDERSON JR
200000001490 EXEMPT
MYLINDA NETTLES
COUNTY CLERK
HAMPTON COUNTY SC
05-22-2000 04:30 pm.
REC FEE: 10.00

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)

WARRANTY DEED

Instrument Book Page
200000001490 242 112

TO ALL WHOM THESE PRESENTS MAY COME:

NOW, KNOW ALL MEN BY THESE PRESENTS, that MARY ELIZABETH WEEKLEY SAAD, a single person residing in Spokane, Washington, in consideration of creating a revocable living trust, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantee, MARY ELIZABETH WEEKLEY SAAD, as trustee of the MARY ELIZABETH WEEKLEY SAAD TRUST DATED OCTOBER 7, 1997, whose address is 1226 East 28th Avenue, Spokane, WA 99203, its successors and assigns, the following described real estate situate in the County of Hampton, State of South Carolina:

All of the right, title and interest of MARY ELIZABETH WEEKLEY SAAD, being that certain interest inherited from her father, W.G. WEEKLEY in and to the following described property, to-wit: All that certain piece, parcel or tract of land situate, with all improvements thereon, lying and being near the Salkehatchie River, in Hampton County, South Carolina, the same being designated as Tract No. 2 containing 329 acres, more or less, and being more fully shown on plat appearing of record in the office of the Clerk of the Court for Hampton County in Plat Book 3, page 135, and according to said plat being bounded as follows: Northeast by Big Salkehatchie Swamp; Southeast by lands of J.F. Weekley and lands of L.C. Weekley; Southwest by lands of J.F. Weekley; and on the Northwest by lands of Big Salkehatchie Cypress Lumber Company.

This being the same property in which certain shares were devised unto MARY ELIZABETH WEEKLEY SAAD under the Will of her father, Willie Gelzer Weekley (also known as W.G. Weekley) who departed this life testate on about November 6, 1977, as will more fully appear by reference to Package #5992 in the Office of the Probate Judge for Hampton County. Said shares being more fully described in the Will of Willie Gelzer Weekley.

ASSESSOR'S OFFICE
IN 2000-236
DATE 5-24-2001 BY 201

Instrument Book Page
200000001490 242 113

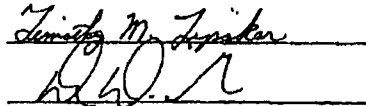
TOGETHER with all and singular the rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said MARY ELIZABETH WEEKLEY SAAD TRUST DATED 10/7/97, the Grantee, its successors and assigns, forever.

Witness our hands and seals this 8th day of April, in the year of our Lord two thousand and in the two hundred and twenty-fourth year of the Sovereignty and Independence of the United States of America.


MARY ELIZABETH WEEKLEY SAAD

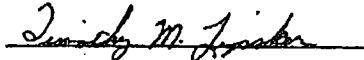
Signed, Sealed and Delivered
in the presence of:


TIMOTHY M. LISTER

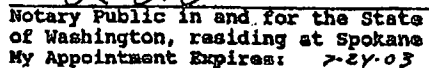
THIS DEED HAS BEEN PREPARED BY WILLIAM C. ANDERSON, JR., P.O. BOX 576, HAMPTON, SOUTH CAROLINA, 29924 WITHOUT BENEFIT OF TITLE EXAMINATION.

STATE OF WASHINGTON)
 : ss
County of Spokane)

PERSONALLY appeared before me the undersigned, and made oath that he/she saw MARY ELIZABETH WEEKLEY SAAD the within named Grantor, sign, seal, and as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned and that he/she with the other witnessed subscribed above witnessed the execution thereof.


TIMOTHY M. LISTER

SUBSCRIBED and SWORN to before me, a Notary Public in and for the State of Washington, this 8th day of April, A.D. 2000.


Notary Public in and for the State
of Washington, residing at Spokane
My Appointment Expires: 7-24-03

\\dv\asad2479.cot\12corol12.doc

03/01/00 WED 17:35 FAX 8038437886

CLERK OF COURT

0001

Instrument 200000001490 Book 242 Page 174

Page 1 of 2

STATE OF SOUTH CAROLINA)
COUNTY OF Hampton)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at Varnville
bearing Hampton County Tax Map Number 170-00-00-014, was transferred
by Mary Elizabeth Weekley Saad
to Mary Elizabeth Weekley Saad Trust n/a on 3/ /00
10/7/97

3. Check one of the following: The deed is

- (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) ☒ exempt from the deed recording fee because (See Information section of affidavit):
§8 Transfer to Trust - No Consideration
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
- (b) ☐ The fee is computed on the fair market value of the realty which is _____.
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, interest, or realty before the transfer and remained on the land, interest, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: _____
- (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney in General

Page 2 of 2

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Parwin D. Grewe
Responsible Person Connected with the Transaction

SWORN to before me this 16th
day of May A.D. 2000
by Parwin D. Grewe
My Commission Expires 11-22-03

Parwin D. Grewe
Print or Type Name Here



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining the consideration paid in money's worth. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty both at the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining the fair market value under the provisions of the law.

Excepted from the law are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-2-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 33 of Title 10;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interests in the partnership, beneficiary interests in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the realty is subject to the law even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided an consideration is paid for the transfer other than a reduction in the grantor's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, aunts, brothers, children, nephews, grandchildren, and the spouses and blood descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a merger or consolidation from a constituent corporation to the consolidating or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the consolidating or new partnership; and,
- (12) that constitute a constructive deed or a quitclaim deed used to establish title already vested in the grantor, provided that no consideration of any kind is paid or to be paid under the constructive or quitclaim deed.

EXHIBIT "H"

12 April 2010

Honorable Sheila Odom
B.T. DeLoach Building
201 Jackson Avenue West
Hampton, SC 29924
Phone: 803-914-2172
Fax: 803-914-2174

Dear Judge Odom:

I am writing to respectfully request resolution of the Willie G. Weekley estate, which is currently before you.

I have fully complied with all the legal process and procedures as described to me by our attorney. Since 2004, following the death of my brother, William James Weekley, and since the transfer of the administration of the Willie G. Weekley estate to my sister, Betty Weekley Denny, we have followed all directions of the court and have patiently awaited a final judgment. This past summer (August 10, 2009) my family participated in mediation as directed by the court and made every effort to reach an accommodation on the matter of my father's estate and resolution of his last wishes.

I appreciate that the case may appear complicated. However, we have been in litigation now for over 6 years and more than 8 months have passed since the mediation attempt.

I am the oldest of Willie G. Weekley's children (88), I was born in our farm house and raised on the Weekley farm. I graduated from Varnville High School and was the first in our family to graduate from college (Winthrop). Throughout my life I have contributed to the maintenance of the house and farm, both financially and during regular stays. My focus, and the focus of all my bothers and sisters, since the death of my father, has always been to keep the farm together and respect my father's wishes. After my father's death we did not petition to have the farm broken up in the interest of keeping the farm together. In 1998 I extended an interest free loan of \$80,000 to my brother William James, from my retirement account, in an attempt to help him avoid bankruptcy. The loan was ultimately repaid only following my brothers death in 2004 (requests for repayment prior to his death were denied). It was repaid by his oldest daughter Lisa, who along with her sister Lynn, fully support my sister Betty and me in our efforts to settle the estate fairly.

At no time did my sister, Betty, or I agree, directly or indirectly, to the distribution of land as ultimately characterized by my brother (William James) and now my niece (Laura Segel). Any actions taken, surveys, etc. were done independently by William James Weekley. We were not consulted when illegal and improper transactions were made by William James to obtain control over additional shares of the property (acquisition of Elizabeth Weekley Saad's and Lucas Carroll Weekley's shares). When these actions

became known my brother argued they were done to save the farm and were assumed by all to be temporary measures not unlike similar extraordinary actions taken in the past (i.e., At one point, unbeknownst to anyone, W.J. Weekley transferred all of his shares to Carroll Weekley and Doris Zahler for two years and then transferred back).

Since the death of my father I have shared equally with my siblings in all maintenance of the house and farm and since the death of my siblings these responsibilities have fallen solely to my sister and me. I visit the farm at least annually. For many years my sisters and I hosted Thanksgiving at the farm. Now, my nephews and sons visit regularly and maintain the house and grounds. The entire family supports Betty and I in our efforts to resolve the issues as requested, including two of William James three daughters.

I cannot relay to you the degree to which the actions of my brother (William James), once revealed for what they truly are (illegal land transactions, generated under false pretenses, duress, coercion, and undue influence, for personal gain), have hurt my brothers and sisters. My brother, Lucas Carroll could not discuss the fact that he had been swindled by his own brother after all the years he supported the farming effort. My mother and father taught us to be loyal to family above all and take pride in family. After all our years of living and working together, it is very, very hard to fully recognize the wrong that my younger brother has perpetrated on his brothers and sisters, and the willingness of his one daughter Laura Weekley Segel to perpetuate.

I sincerely request that this issue be resolved immediately. I am not wealthy and the cost of litigation has been significant and steadily reduces my ability to pass on anything of substance to my children and grandchildren. But more importantly, I would truly wish to have the issue settled with finality so that my sister and I (along with all my nieces and nephews who stand in support, all except Laura Segel) can find closure and that I can finish my life knowing that my father's last wishes were fulfilled as he intended.

I would be happy to meet with you individually if that would help resolve this matter.

Thank you for all of your efforts and patience.

Sincerely,

Margaret Weekley Shinar

Margaret Weekley Shinar

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF HAMPTON	)	CASE NO. 5992

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

vs.

L.C. WEEKLEY, LAURA WEEKLEY
SEGEL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF
THE ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED,
PETER SAAD AS PERSONAL
REPRESENTATIVE OF MARY
ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF
THE MARY ELIZABETH SAAD
TRUST,

Defendants.

**MEMORANDUM
IN OPPOSITION TO PLAINTIFF'S
MOTION FOR SUMMARY
JUDGMENT**

INITIAL STATEMENT

Plaintiff has moved for Summary Judgment to set aside the conveyance of certain real estate assets which the Plaintiff alleges to be "inappropriate". [See Paragraph 9 of the Complaint]. By Paragraph 8 of her Complaint, Plaintiff alleges, "based on the abstractor's report, *she has determined* that certain real estate assets of her father's estate have been conveyed or sold without: (1) first complying within probate court procedures...and/or; (2) Interfamily transfer without Notice to and approval of other members..." [Emphasis Supplied].

The abstractor's report upon which the Plaintiff relies is not attached as an exhibit to the Complaint. The abstractor is not identified. The abstractor's report would be hearsay, and therefore not admissible as evidence. Such a report could not be considered in ruling upon a motion for summary judgment.

Plaintiff has not timely filed affidavits in support of her Motion as mandated by Rule 56, *SCRCP*. Indeed, Plaintiff has filed no other documents, depositions or other evidence in support of her Motion. She relies upon the mere allegations of her Complaint. By her Motion, the Plaintiff asks this Court to allow her to skip over Defendant's right to conduct discovery in accordance with the *South Carolina Rules of Civil Procedure*, dispense with the need to present evidence to the Court, and rely upon *her* determination based upon *her* review of some abstractor's report, that she is entitled to summary judgment as a matter of law.

By her Answer, Laura Weekley Segel alleges the affirmative defense of laches, premised upon a history establishing that all heirs of Willie Gelser Weekley were well aware of all of the transactions about which the Plaintiff complains, dating back to 1999 and yet no interested party made timely objections or took any action until year 2007. In reliance upon the acquiesce of the other heirs, Laura Weekley Segel expended significant monies. Those undisputed facts give rise to one possible inference that the Plaintiff's claims are barred by the equitable doctrine of laches. If there is even one inference to support an affirmative defense, then the Plaintiff is not entitled to summary judgment.

Laura Weekley Segel further alleges that all transfers were in accordance with the intent and purposes of the Last Will and Testament of Willie Gelser Weekley. The pleadings set out two diametrically opposed interpretation of the facts. By her Motion for Summary Judgment, the Plaintiff is asking this Court to accept her version.

The Plaintiff cannot establish indisputable facts sufficient to support her Motion for Summary Judgment. Her Motion should be overruled and dismissed.

LAW OF SUMMARY JUDGMENT

Summary judgment is appropriate where there is no genuine issue of material facts such that the party must prevail as a matter of law. Summary judgment is proper when it is clear that there is no genuine issue as to any material fact, and the moving party is entitled to judgment as a matter of law. In determining whether triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party. Moreover, even if there is no dispute as to the evidentiary facts, but those facts give rise to alternative conclusions or inferences, then summary judgment should be denied. *Pryor v. Northwest Apartments, Ltd.*, 321 S.C. 524, 469 S.E.2d 639 (Ct. App. 1996). Summary judgment is a drastic remedy which should be cautiously invoked. *Jenkins v. Brown*, 341 S.C. 557, 532 S.E.2d 302 (Ct. App. 2000).

In deciding a motion for summary judgment, only evidence which would be admissible at trial may be considered. *Hansen v. DHL Laboratories, Inv.*, 316 S.C. 505, 510, 450 S.E.2d 624, 627 (Ct. App. 1994), *Clarified* 319 S.C. 79, 459 S.E.2d 850 (1995). In order for affidavits to be considered in support of a motion for summary judgment, the affidavits must be made upon personal knowledge, and set forth facts which would be admissible in evidence at trial. *Hall v. Fedor*, 349 S.C. 169, 561 S.E.2d 654 (Ct. App. 2002); *Clarke v. Greenville County*, 313 S.C. 205, 437 S.E.2d 117 (1993); 315 S.C. 300, 433 S.E.2d 871 (Ct. App. 1993). A genuine issue of fact must be a triable, material fact under the pleadings. *SSI Medical Services, Inc. v. Cox*, 301 S.C. 493, 293 S.E.2d 789 (1990); *Thompkins v. Festival Centre Group*, 306 S.C. 193, 410 S.E.2d 593 (Ct. App. 1991). Conclusory statements as to the ultimate issue in a case are not sufficient

to create a genuine issue of material fact for purpose of resisting summary judgment. *Germann v. New York Life Ins. Co.*, 286 S.C. 34, 331 S.E.2d 385, 388 (Ct. App. 1985). For a summary judgment, a court must not try issues of fact, but must discern whether genuine issues of fact exist to be tried. *Rothrock v. Copeland*, 305 S.C. 402, 409 S.E.2d 366, 367 (1991).

"It is well established that Summary Judgment is appropriate only when it is perfectly clear that no genuine issue of material facts exists and further inquiry into the facts is not desirable to clarify the application of law. In determining whether triable issues of fact exist all inferences from the facts in the record must be viewed in the light most favorable to the party opposing the summary judgment motion." *Wright v. School District of Fairfield*, 317 SC 87, 452 S.E.2d 352 (Ct. App. 1994).

"All ambiguities, conclusions and inferences arising from the evidence must be construed most strongly against the party moving for summary judgment." *Tupper v. Dorchester County*, 326 S.C. 318, 487 S.E.2d 187 (1997).

Plaintiff Failed to Support Motion

Rule 56 SCRPC requires that all supporting affidavits should be delivered at least ten (10) days before the time fixed for a hearing. Plaintiff failed to file any supporting affidavits in accordance with Rule 56, *SCRPC*. This Court is left with the mere allegations of Plaintiff's Complaint to support of her Motion. A party cannot rest on the allegations in a pleading in a summary judgment motion. *City of Columbia v. Town of Irmo*, 316 S.C. 193, 447 S.E.2d 650 (1994).

Summary Judgment Is Not Appropriate Until Completion of Discovery

"Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law." *Middleborough v. Montedison*, 322 S.C. 470, 465

S.E.2d 765, 771 (Ct. App. 1995). Summary judgment, “must not be granted until the opposing party has had a full and fair opportunity to complete discovery”. *Baughman v. American Telegraph & Telephone Co.*, 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991). In this case, Plaintiff was served with Defendant’s First Set of Interrogatories and Request for Production on April 14, 2009. Responses were due thirty (30) days after the date of service. On September 10, 2009, a formal demand for the delinquent responses was served. On October 9, 2009, this Defendant filed a Motion to Compel responses. To date, Plaintiff has failed to serve her responses. Once Plaintiff’s responses are served, then the Defendant will need to conduct depositions of the witnesses. Plaintiff’s motion is premature.¹

HISTORY

The parties are the surviving decedents of Willie G. Weekley (“Weekley” or “W.G. Weekley”) who died on November 6, 1977. Weekley’s estate remains open. The Plaintiff, Betty Denney, sues as personal representative of her father’s estate. She sues to set aside certain transfers of “shares” in farm property consisting of approximately 330 acres owned by Weekley at the time of his death. Each of the children of Weekley received “shares”, and some of the children transferred those shares to other family members, including Laura Weekley Segel. Laura is the daughter of William J. Weekly (“W.J. Weekley”). The Plaintiff complains that the transfers made over the course of several years did not comply with specific requirements of the Last Will and Testament (“Will”) of Weekley dated May of 1973.

W.G. Weekly died November 7, 1977. His estate remains open. The estate is governed by the provisions of his Will. Its provisions for disposition of the real estate would best be

¹ As this Memorandum was being finalized, at approximately 10:20 a.m., 24 ¾ hours before the hearing, responses to Interrogatories and Requests for Documents were delivered. The responses included approximately 1 ½ inches of documents. No meaningful review can be completed within the short time available. It is readily apparent from the information provided that several depositions are necessary in order to complete discovery.

described as convoluted. Section III of the Will provides as follows: "In order to distribute my real estate among my sons and daughters in a manner I feel, after long and thorough deliberation, fair and equitable, I hereby, for the purpose of this instrument, divide my lands into thirty-three (33) shares of ten (10) acres each". Section IV then provides:

I hereby give, devise and bequeath the shares above referred to under the terms and conditions hereinafter set forth to my children in the following proportions: William J. Weekley, eight and one-half ($8\frac{1}{2}$) shares; Doris Weekley Zahler, five (5) shares; Lucas Carroll Weekley, eight and one-half ($8\frac{1}{2}$) shares; Jasper Josiah Weekley, two and one-half ($2\frac{1}{2}$) shares; Margaret Weekley Shinar, one (1) share; Elizabeth Weekley Saad, one (1) share; Ruth Weekley Chakides, One and one-half ($1\frac{1}{2}$) shares; and Betty Weekley Denney, one (1) share.

Section V states:

I hereby further devise and bequeath four (4) shares equally to all of my surviving children located immediately east and west of Salkehatchie Road at the northern extremity of my land, including my home and home site. I further direct that no part of this forty (40) acres can be sold or divided without unanimous agreement of all surviving heirs. Taxes shall be shared equally by all surviving heirs. Maintenance, use of, and physical developments that occur on this forty (40) acres must have majority agreement of all surviving heirs. In this instance, each vote shall be by surviving heirs rather than by shares owned. Upon the death of my last surviving child, provided this forty (40) acres has not been disposed of prior to that time by unanimous agreement of all surviving heirs, then I further direct that this forty (40) acres be divided equally among all of my surviving grandchildren or sold at auction to the highest bidder, and the proceeds of same be distributed equally among the surviving grandchildren. Regardless of the time of sale, prior to the death of my surviving children, or after, the proceeds of the sale of this forty (40) acres, or any part thereof shall be divided equally among my then surviving grandchildren.

Section VI provides:

The location of each devisee's portion of land is to be determined by a majority vote of the devisees. The vote of each devisee will be in proportion to their shares. It is my desire and intention that Jasper Josiah Weekley's portion be in the "Pine Thicket". His portion will be on the Salkehatchie Road joining the J.F. Weekley property and going back to the swamp. [Emphasis supplied]

The Plaintiff apparently premises her claims on the following provisions of Section VII:

I hereby direct that at any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided. **I further direct that any time one of the devisees desires to sell his portion of the property, that he first offer it to the remaining devisees.** Should they not be able to agree on a price for the property to be sold, then the seller would choose on appraiser and the remaining devisees one appraiser and the third appraiser would be the Palmetto State Bank of Hampton, South Carolina. The average of the three appraisals would be the selling price. **The devisees purchasing the property would contribute to the purchase price according to the proportions they received in Paragraph IV, and the portion so purchased would be likewise divided.** [Emphasis supplied]

Section VIII provides:

I further direct that from my death, until my entire estate has been distributed, as hereinabove set forth, that all decisions necessary to the management of the property be made by vote of the devisees. The vote of each devisee will be in proportion to their shares. Also, until divided, all profits and losses will likewise be proportionately divided.

Section XI of the Will provides that survivors of the beneficiaries who predecease the Testator shall take their parent's share *per stirpes*.

Weekley appointed the following children as executors: William J. Weekley, Doris Weekley Zahler, and Lucas Carroll Weekley. The surviving devisees are Margaret Weekley Shinar, one (1) share; and Betty Weekley Denney.

Laura Weekley Segel's father, W.J. Weekley, was devised $8\frac{1}{2}$ shares under Section IV of the Will. Lucas Carroll (L.C.) Weekley gave W.J. Weekley a general warranty deed dated December 22, 1999 for all his interest to W.J. Weekley in consideration for payment of \$132,000.00. L.C. Weekley's interests included: $8\frac{1}{2}$ shares inherited under Section IV of the Will; and a sibling's portion under the statute of descent and distribution from the estate of Jasper Joseph Weekley, who died intestate and without children. Laura Weekley Segel inherited

all of those shares from her father, W.J. Weekley, although W.J. devised 1.43 acres to his sister. In addition, Laura received a general warranty deed dated September 21, 2000 for 1 share from Elizabeth Weekley Saad for payment of \$5,000.00.

Beginning in the year 2001, and continuing through the years, the farm property has been leased to an unrelated third party for farming. The lease was negotiated during 2001. In August of 2002, each of the shareholders signed a formal Lease Agreement. Laura Weekley Segel's name is on the lease, and she signed it. L.C. Weekley's name is not on the Lease Agreement.

From the year 2001 and continuing the date, rents have been collected and distributed in accordance with the number of shares owned by each individual shareholder as calculated in accordance with the transfers. All shareholders have received summaries of the distributions. On every summary of distribution, Laura Weekley Segel is shown as receiving her distribution in accordance with her shares. Every summary of distribution shows that L.C. Weekley did not receive distributions after the sale of his shares to W.J. Weekley. W.J. Weekley received the distributions which would have been paid to L.C. Weekley but for the transfer. After the death of W.J. Weekley in 2003, Laura Weekley Segel received those distributions.

The Lease Agreement together with the distribution summaries which were delivered annually to every shareholder gave notice of the transfer of the shares. No shareholder initiated any action to challenge the transfers until this case was filed on November 14, 2007.

LAW & ARGUMENT

It does not appear that the transferors are challenging the transfers. It appears the Plaintiff attempts to void transactions between other family members. On the face of the Complaint, it would appear that the Plaintiff has suffered no harm. Moreover, Plaintiff's

claims would be barred by the doctrine of laches; and Plaintiff is estopped to deny the validity of the transfers. If the litigation continues, it is likely that the Plaintiff will be required to join all other shareholders as necessary parties. Further, to the extent the transfers were effectuated by general warranty deeds, then the grantors would be liable under the deed warranties for any transfers that are set aside.

Presumption Creates a *Prima Facie* Case for the Defense

The transfers about which the Plaintiff complains were filed of public record by the end of year 2000. The warranty deed from L.C. Weekley to W.J. Weekley was recorded on December 22, 1999 in the Office of the Clerk of Court, Hampton County, South Carolina in Deeb Book 236 at Pages 293-296. The deed from Elizabeth Weekley Saad to Laura Weekley Segel was recorded on September 21, 2000 in the Office of the Clerk of Court, Hampton County, South Carolina in Book 246 at Pages 225-228.

Transfers by recorded deeds are presumed valid, and all conditions precedent to execution and delivery of the deeds are presumed satisfied. *Davis v. Davis*, 223 S.C. 182, 75 S.E.2d 46 (1953). *Frierson v. Porter Academy*, 217 S.C. 168, 60 S.E.2d 82 (1950). *Cole v. South Carolina Electric & Gas, Inc.*, 362 S.C. 445, 608 S.E.2d 859 (2005). *Beaufort County v. Trask*, 349 S.C. 522, 563 S.E.2d 660 (Ct. App. 2002). *Binkley v. Rabon Creek Watershed Conservation District of Fountain Inn*, 348 S.C. 58, 558 S.E.2d 902 (Ct. App. 2001).

The burden of proving that the transfers are invalid rests upon the Plaintiff. The presumption that the transfers are valid creates as *prima facie* case that the transfers are valid. At trial, the Plaintiff would be required to overcome the presumption by the presentation of admissible testimony and evidence. The *prima facie* case cannot be avoided by summary

judgment proceedings. The mere presumption creates an inference that the transfers are valid. Though Plaintiff may present affidavits or other evidence to place the validity of the transfers in question, at best, Plaintiff can only create a second inference. If there are alternative conclusions or inferences to be drawn from the evidence, then summary judgment should be denied. *Pryor v. Northwest Apartments, Ltd.*, 321 S.C. 524, 469 S.E.2d 639 (Ct. App. 1996). In determining whether triable issues of fact exist, all evidence and inferences must be viewed in the light most favorable to the non-moving party, *i.e.* Laura Weekley Segel. If there is any possible inference that contradicts the Plaintiff's claim, then summary judgment should not be granted.

Constructive Notice – Public Record -- Course of Dealing

The deeds in question were recorded on the public record. By virtue of the family's course of dealing over the course of several years including the Lease Agreement, and the notice provided by the public records, Betty Denny had notice of the transfers by the end of the year 2000.

As shown by the Affidavit of Laura Weekley Segel, in August of 2002, the family members entered a Lease Agreement with a third party to lease the farm land. The Lease Agreement was signed by each of the family members who owned shares. The Lease Agreement was signed by Laura Weekley Segel. L.C. Weekley did not sign the Lease Agreement.

Each year, accountings were provided which reflected the distributions. All proceeds were distributed in accordance with the shares owned by each of the family members. The Lease Agreement and annual summaries of distributions gave each shareholder notice of the transfers. At a minimum, the Lease Agreement and the distribution summaries put all family members on inquiry notice of the transfers.

“It is well settled law in South Carolina that when a person has notice of facts as are sufficient to put him on inquiry, and those facts, if pursued with due diligence, would lead to knowledge of other facts, he must be presumed to have knowledge of the undisclosed facts.” *Multimedia Publishing of South Carolina, Inc. v. J.R. Mullins et al.*, 314 S.C. 551, 555, 431 S.E.2d 569, 572 (1993). “[C]onstructive notice or inquiry notice in the context of a real estate transaction often is grounded in an examination of the public record because it is the proper recording of documents asserting an interest or claim in real property which gives constructive notice to the world.” *Spence v. Spence*, 368 S.C. 106, 119, 628 S.E.2d 869, 876 (2006). Constructive notice, however, is not limited to what is ascertainable from consulting public records. As the supreme court has explained:

Constructive or inquiry notice in the context of a real estate transaction also may arise when a party becomes aware or should have become aware of certain facts which, if investigated, would reveal the claim of another. The party will be charged by operation of law with all knowledge that an investigation by a reasonably cautious and prudent purchaser would have revealed.

The court emphasized “ ‘the principle that the party is bound to the exercise of due diligence, and is assumed to have the knowledge to which that diligence would lead him,’ ” *Id.* at 120, 628 S.E.2d at 876

The Plaintiff is deemed to have had notice of the transfers long before she filed her Complaint.

Equitable Estoppel

The Plaintiff should not now be heard to complain about transfers in which she acquiesced over the course of several years. The Plaintiff should be estopped from complaining. The facts establish a *prima facie* case of estoppel. Plaintiff cannot overcome the affirmative defense of estoppel by way of a motion for summary judgment.

The essential elements of estoppel as related to the party estopped are: (1) conduct which amounts to a false representation or concealment of material facts, or, at least, which is calculated to convey the impression that the facts are otherwise than, and inconsistent with, those which the party subsequently attempts to assert; (2) intention, or at least expectation, that such conduct shall be acted upon by the other party; [and] (3) knowledge, actual or constructive, of the real facts. As related to the party claiming the estoppel, the essential elements are: (1) lack of knowledge and of the means of knowledge of the truth as to the facts in question, (2) reliance upon the conduct of the party estopped, and (3) prejudicial change in position. *Frazier v. Smallseed*, 384 S.C. 56, 682 S.E.2d 8 (Crt. App. 2009).

In this case, the family members are deemed to have notice of the questioned transfers. They acquiesced in the transfers for many years. They took no action. Laura Weekley Segal relied upon their conduct when she expended the substantial monies, as shown by her Affidavit. The Plaintiff is estopped to deny the validity of the transfers.

Laches

The facts as shown by the documents and the Affidavit of Laura Weekley Segal establish that the Plaintiff failed to take any action within a reasonable time and her Complaint is barred by the equitable doctrine of laches.

Laches is the delay in asserting a legal right for an unreasonable length of time. The elements are as follows: (1) delay; (2) for an unreasonable or unexplained length of time; (3) with knowledge of rights; (4) the resulting reliance upon the delay by the other parties; (5) to the prejudice of the other party. *Wall v. Huguenin*, 301 S.C. 94, 390 S.E.2d 372 (1990); *Byars v. Cherokee County*, 237 S.C. 548, 118 S.E.2d 324 (1961). Laches connotes an undue lapse of time

and negligence and an opportunity to have acted sooner. *Chambers of South Carolina, Inc. v. County Council of Lee County*, 315 S.C. 418, 434 S.E.2d 279 (1993). “Courts have the inherent power to do all things reasonably necessary to ensure that just results are reached to the fullest extent possible.” *Jones v. Leagan*, 384 S.C. 1, 19, 681 S.E.2d 6, 16 (Ct.App.2009). The equitable doctrine of laches is defined as “neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done.” *Hallums v. Hallums*, 296 S.C. 195, 198, 371 S.E.2d 525, 527 (1988).

“Under the doctrine of laches, if a party, knowing his rights, does not seasonably assert them, but by unreasonable delay causes his adversary to incur expenses or enter into obligations or otherwise detrimentally change his position, then equity will ordinarily refuse to enforce those rights.” *Chambers of S.C., Inc. v. County Council for Lee County*, 315 S.C. 418, 421, 434 S.E.2d 279, 280 (1993). The party seeking to establish laches must show: (1) a delay, (2) that was unreasonable under the circumstances, and (3) prejudice. *Hallums*, 296 S.C. at 199, 371 S.E.2d at 528; *Robinson v. Estate of Harris*, 388 S.C. 645, 698 S.E.2d 229 (2010).

As discussed above, In this case, the Plaintiff had constructive notice of any claims at the time of recording of the deeds in 1999 and 2000. She had actual notice of the transfers by way of the course of conduct over the years. She was, at a minimum, on inquiry notice.

W.J. Weekley and Laura Weekley Segel expended substantial monies and conducted certain activities in reliance upon the unchallenged transfers. The Plaintiff sat too long on her hands. The evidence supports the equitable, affirmative defense of laches. The evidence supporting laches establishes a question of fact which defeats summary judgment.

CONCLUSION

Plaintiff's Motion for Summary Judgment is supported by the mere allegations of her Complaint. She has filed no supporting affidavits or other documentation. There are material facts in dispute which preclude summary judgment. Moreover, Plaintiff has failed to timely respond to Interrogatories and Requests for Documents. Her Motion is premature.

The admissible evidence supports the affirmative, equitable defenses of laches and estoppel. Plaintiff had notice of the transfers and failed to take timely action.

IN VIEW OF THE FOREGOING, Plaintiff's Motion should be overruled and dismissed.

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ATTORNEYS FOR DEFENDANT

October 14, 2010

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

) IN THE PROBATE COURT
)
) CASE NO. 5992

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

vs.

L.C. WEEKLEY, *et al.*,

Defendants.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Memorandum in Opposition of Plaintiff's Motion for Summary Judgment was this date served upon the Plaintiff's counsel of record by electronic mail transmission and by placing a copy of the same in the United States Mail, postage prepaid, and sent to its last known address as follows:

G. Hamlin O'Kelley, III, Esquire
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MCNAIR LAW FIRM, P.A.

By: s/ Stephen E. Carter
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ATTORNEYS FOR DEFENDANT
Laura Weekley Segel

Hilton Head Island, South Carolina
October 14, 2010

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF HAMPTON) CASE NO. 5992

In Re: ESTATE OF WILLIE G.)
WEEKLEY, DECEASED)

LAURA WEEKLEY SEGEL,)
INDIVIDUALLY AND AS PERSONAL)
REPRESENTATIVE OF THE ESTATE)
OF WILLIAM JAMES WEEKLEY,)
DECEASED,)
Plaintiff,)

PETITION FOR REMOVAL OF
PERSONAL REPRESENTATIVE

vs.)

BETTY W. DENNEY, PERSONAL)
REPRESENTATIVE OF THE ESTATE)
OF WILLIE G. WEEKLEY,)
DECEASED,)
Defendants.)

Laura Weekley Segel, moves this Probate Court to set remove Betty W. Denney as Personal Representative of the Estate of W. G. Weekley for cause pursuant to SC Code Section 62-3-611 (b) on the following grounds:

The Personal Representative has abused her authority, circumvented this Court's purview, and acted in direct contravention of the express provisions of the Last Will and Testament of Willie G. Weekly (the "Will"), Section VII of the Will states as follows: "I hereby direct that at any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided." The provisions of Section VII have been the subject of litigation before this Court by reason of the Personal Representative's

PROBATE COURT
HAMPTON COUNTY SC

FILED

DATE 6/4/12
TIME 1:10

not issued an Order determining the apportionment of shares. Notwithstanding the provisions of the Will, the devisees have not agreed, "on the location of their portion, that the property can be divided."

By Deed of Distribution dated September 28, 2010, the Personal Representative unilaterally divided the property. The Deed is filed of record on October 5, 2010 in Book 366 at Page 297, of the Hampton County Clerk of Court. This Deed distributes forty acres of the estate property, including the portion of the property where the former residence of W. G. Weekley is located and the property immediately across the road from it directly to the Personal Representative and to her sister Margaret Shinar in fee simple, without regard for the express provisions of Paragraph V the Last Will and Testament of W. G. Weekley, which gave to the Personal Representative and her siblings only a life estate with power of sale, and a remainder interest to the grandchildren of the decedent. She has not filed an accounting with this Court showing the distribution of estate assets, nor otherwise given notice to the heirs and beneficiaries of the Estate.

By her actions the Personal Representative has mismanaged the estate, ignored the express provisions of the Will, converted the property of the Estate to her own use and benefit, and satisfied her individual desires over the intent of the Testator, the entitlements of the heirs, and any decision of this Court. The issues of allocation and distribution of the property is squarely before this Court. By her actions, the Personal Representative has skipped over the judicial process, and ignored this Court's authority.

- REMAINDER INTENTIONALLY LEFT BLANK -

IN VIEW OF THE FOREGOING, Petitioner respectfully submits this Probate Court should enter an Order removing Betty W. Denny as Personal Representative of the Estate of W. G. Weekley for cause pursuant to SC Code Section 62-3-611 (b).

ANDERSON & BROWN, LLC

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**ATTORNEYS FOR
LAURA WEEKLEY SEGEL**

June 4, 2012

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

) IN THE PROBATE COURT
)
) CASE NO. 5992

In Re: ESTATE OF WILLIE G.)
WEEKLEY, DECEASED)

LAURA WEEKLEY SEGEL,)
INDIVIDUALLY AND AS PERSONAL)
REPRESENTATIVE OF THE ESTATE)
OF WILLIAM JAMES WEEKLEY,)
DECEASED,)
Plaintiff,)

vs.)

BETTY W. DENNEY, PERSONAL)
REPRESENTATIVE OF THE ESTATE)
OF WILLIE G. WEEKLEY,)
DECEASED,)
Defendant.)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Defendant's Motion was this date served upon the Plaintiff's counsel of record by electronic mail transmission and by placing a copy of the same in the United States Mail, postage prepaid, and sent to its last known address as follows:

G. Hamlin O'Kelley, III, Esquire
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June 4, 2012

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

) IN THE PROBATE COURT

) CASE NO. 5992

In Re: ESTATE OF WILLIE G.
WEEKLEY, DECEASED

LAURA WEEKLEY SEGEL,
INDIVIDUALLY AND AS PERSONAL
REPRESENTATIVE OF THE ESTATE
OF WILLIAM JAMES WEEKLEY,
DECEASED,

Plaintiff,

vs.

BETTY W. DENNEY, PERSONAL
REPRESENTATIVE OF THE ESTATE
OF WILLIE G. WEEKLEY,
DECEASED,

Defendants.

PETITION TO SET ASIDE DEED OF
DISTRIBUTION

Laura Weekley Segel, moves this Probate Court to set aside the Deed of Distribution unilaterally issued by the Personal Representative in direct contra-distinction to the express provisions of the Last Will and Testament of Willie G. Weekley.

The Personal Representative has abused her authority, circumvented this Court's purview, and acted in direct contravention of the express provisions of the Last Will and Testament of Willie G. Weekly (the "Will"), Section VII of the Will states as follows: "I hereby direct that at any time after Two (2) years of my death, that the devisees agree on the location of their portion, that the property can be divided." The provisions of Section VII have been the subject of litigation before this Court by reason of the Personal Representative's Petition. This Court has not issued an Order determining the apportionment of shares. Notwithstanding the provisions of

PROBATE COURT
HAMPTON COUNTY SC

FILED

DATE 6/4/12

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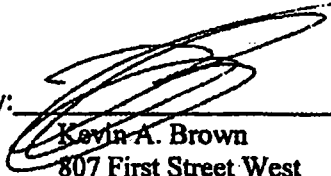
the Will, the devisees have not agreed, "on the location of their portion, that the property can be divided."

By Deed of Distribution dated September 28, 2010, the Personal Representative unilaterally divided the property. The Deed is filed of record on October 5, 2010 in Book 366 at Page 297, of the Hampton County Clerk of Court. This Deed distributes the portion of the property where the former residence of W. G. Weekley is located and the property immediately across the road from it directly to the Personal Representative and to her sister Margaret Shinar in fee simple, without regard for the express provisions of Paragraph V the Last Will and Testament of W. G. Weekley, which gave to the Personal Representative and her siblings only a life estate with power of sale, and a remainder interest to the grandchildren of the decedent. She has not filed an accounting with this Court showing the distribution of estate assets, nor otherwise given notice to the heirs and beneficiaries of the Estate. By her actions the Personal Representative has ignored the express provisions of the Will, and satisfied her individual desires over the intent of the Testator, and the entitlements of the heirs.

In accordance with the provisions of Rule 11, S.C.R.C.P., the undersigned certifies that consultation with opposing counsel would serve no purpose.

IN VIEW OF THE FOREGOING, Petitioner respectfully submits this Probate Court should enter an Order setting aside the Deed issued by the Personal Representative.

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June 1, 2012

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STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

) IN THE PROBATE COURT
)

) CASE NO. 5992

In Re: ESTATE OF WILLIE G.)
WEEKLEY, DECEASED)

LAURA WEEKLEY SEGEL,)
INDIVIDUALLY AND AS PERSONAL)
REPRESENTATIVE OF THE ESTATE)
OF WILLIAM JAMES WEEKLEY,)
DECEASED,)

Plaintiff,)
)

vs.)
)

BETTY W. DENNEY, PERSONAL)
REPRESENTATIVE OF THE ESTATE)
OF WILLIE G. WEEKLEY,)
DECEASED,)

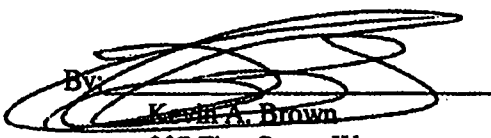
Defendant.)
)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Defendant's Motion was this date served upon the Plaintiff's counsel of record by electronic mail transmission and by placing a copy of the same in the United States Mail, postage prepaid, and sent to its last known address as follows:

G. Hamlin O'Kelley, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464

ANDERSON & BROWN, LLC

By: 

Kevin A. Brown

807 First Street West
PO Box 576
Hampton South Carolina 29924
Phone (803) 943-2483

June 4, 2012

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

) IN THE PROBATE COURT

) CASE NO. 5992

In Re: ESTATE OF WILLIE G.)
WEEKLEY, DECEASED)

ESTATE OF WILLIE G. WEEKLEY,)
DECEASED, BY ITS PERSONAL)
REPRESENTATIVE, BETTY W.)
DENNEY,)

Plaintiff,

vs.)

MOTION TO REMOVE ACTION TO
CIRCUIT COURT

L.C. WEEKLEY, LAURA WEEKLEY)
SEGEL, INDIVIDUALLY AND AS)
PERSONAL REPRESENTATIVE OF)
THE ESTATE OF WILLIAM JAMES)
WEEKLEY, DECEASED,)
PETER SAAD AS PERSONAL)
REPRESENTATIVE OF MARY)
ELIZABETH WEEKLEY SAAD,)
DECEASED AND AS TRUSTEE OF)
THE MARY ELIZABETH SAAD)
TRUST,)

Defendants.)

Defendant, Laura Weekley Segel, moves this Probate Court for an Order removing this matter to the Circuit Court pursuant to S.C Code §62-1-302(d) which provides for removal to the circuit court as follows:

(d) Notwithstanding the exclusive jurisdiction of the probate court over the foregoing matters, any action or proceeding filed in the probate court and relating to the following subject matters, on motion of a party, or by the court on its own motion, made not later than ten days following the date on which all responsive pleadings must be filed, must be removed to the circuit court and in these cases the circuit court shall proceed upon the matter de novo:

(1) formal proceedings for the probate of wills and for the appointment of general personal representatives;

(2) construction of wills;

PROBATE COURT
HAMPTON COUNTY SC

FILED

DATE 6/4/12
TIME 1:10

(5) actions in which a party has a right to trial by jury and which involve an amount in controversy of at least five thousand dollars in value;

As evidenced by the three Petitions pending before this Court, and Responses, this case involves interpretation of testamentary instruments, deeds, transfers, and an amount in controversy in excess of five thousand dollars in value, all as contemplated by S.C. Code §62-1-302(d). The three pending Petitions should be consolidated, and removed to the circuit court.

ANDERSON & BROWN, LLC

By: 

Kevin A. Brown

807 First Street West

PO Box 576

Hampton South Carolina 29924

Phone (803) 943-2483

CARTER LAW FIRM

Stephen E. Carter

S.C. Bar No. 12859

100 WatersEdge

Hilton Head Island, SC 29928

scarter@carter-law.net

843-785-5900

June 1 2012

**ATTORNEYS FOR
LAURA WEEKLEY SEGEL**

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

) IN THE PROBATE COURT
)
) CASE NO. 5992

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

vs.

L.C. WEEKLEY, *et al.*,

Defendants.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Defendant's Motion was this date served upon the Plaintiff's counsel of record by electronic mail transmission and by placing a copy of the same in the United States Mail, postage prepaid, and sent to its last known address as follows:

G. Hamlin O'Kelley, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464

June 4, 2012

By:


Kevin A. Brown

Attorney for Laura Weekley Segel

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

) IN THE PROBATE COURT
)

) CASE NO. 5992

In Re: ESTATE OF WILLIE G.)
WEEKLEY, DECEASED)

ESTATE OF WILLIE G. WEEKLEY,)
DECEASED BY ITS PERSONAL)
REPRESENTATIVE, BETTY W.)
DENNEY,)
Plaintiff,)

vs.)

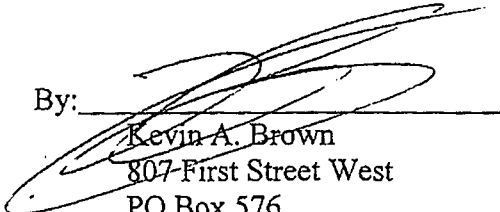
L.C. WEEKLEY, LAURA WEEKLEY)
SEGEL, INDIVIDUALLY AND AS)
PERSONAL REPRESENTATIVE OF)
THE ESTATE OF WILLIAM JAMES)
WEEKLEY, DECEASED, PETER)
SAAD AS PERSONAL)
REPRESENTATIVE OF MARY)
ELIZABETH WEEKLEY SAAD,)
DECEASED AND AS TRUSTEE OF)
THE MARY ELIZABETH SAAD)
TRUST,)
Defendants.)

MOTION TO FOR TEMPORARY AND
PERMANENT INJUNCTION

Pursuant to Rule 65, *SCRPC*, Defendant, Laura Weekley Segel, moves this Court for an Order enjoining the Personal Representative, temporarily and permanently, from communicating with the family farm tenant and interfering with a valuable and long-term contract for lease of the real property which is the subject of this action.

PROBATE COURT
HAMPTON COUNTY SC
FILED
DATE 1/22/13
TIME 10:00 A.M.

ANDERSON & BROWN, LLC

By: 

Kevin A. Brown
807 First Street West
PO Box 576
Hampton South Carolina 29924
Phone (803) 943-2483

CARTER LAW FIRM

Stephen E. Carter
S.C. Bar No. 12859
100 WatersEdge
Hilton Head Island, SC 29928
scarter@carter-law.net
843-785-5900

ATTORNEYS FOR DEFENDANT

January 18, 2013

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF HAMPTON)

CASE NUMBER: 5992

Estate of Willie G. Weekley,
Deceased By Its Personal
Representative, Betty W. Denney

Plaintiff,

Vs.

L.C. Weekley, Laura Weekley
Segel, et al.,

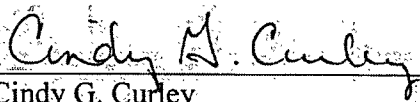
Defendant,

CERTIFICATE OF SERVICE

I, the undersigned, an employee of Anderson & Brown, LLC, do hereby certify that I served a copy of the Rule to Show Cause and Motion to for Temporary and Permanent Injunction upon Plaintiff's counsel of record by personally depositing in a United States Postal Service mail box a copy of the same, postage prepaid, addressed to the following:

G. Hamlin O'Kelley, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mount Pleasant, SC 29464

ANDERSON & BROWN, LLC


Cindy G. Curley

January 24th, 2013
Hampton, South Carolina

) IN THE PROBATE COURT

) PROBATE FILE NO. 5992.2

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Order fails to address the issues before the Court as submitted by the Plaintiff in her Motion heard October 15, 2010, by this Court. Further, the Order addresses matters that were not before the Court and were not presented to the Court at the hearing. Lastly, the Order improperly interprets the Will of the Decedent Willie G. Weekley and substitutes the Court's opinion of the Will rather than the testator's intent. The Order also fails to specifically set forth this Court's order and ruling as to the underlying issues before it so that the Plaintiff cannot properly address any issues that may be appealable for the Court's Order. This motion will also be premised on any other issues the Plaintiff determines to be necessary prior to the hearing of this matter.

Pursuant to Rule 11 SCRPC, counsel certifies there is not duty of consultation connected with the filing of this motion.

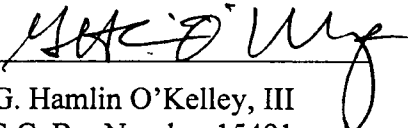
Please be present to defend if so minded.

BUIST, BYARS & TAYLOR, LLC

Mt. Pleasant, South Carolina

Sept 13, 2013

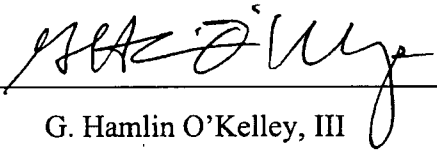
By:


G. Hamlin O'Kelley, III
S.C. Bar Number 15491
652 Coleman Blvd, Suite 200
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(843) 856-4488
Hamlin.okelley@buistbyars.com

CERTIFICATE OF MAILING

I hereby certify that on Sept 13, 2013, a copy of the foregoing was mailed, postage prepaid, to all counsel of record in this matter, as follows.

Stephen E. Carter, Esq.
19 Shelter Cove Lane, Ste. 100
Hilton Head Island, SC 29928-3574


G. Hamlin O'Kelley, III

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

ESTATE OF WILLIE G. WEEKLEY,
DECEASED, BY ITS PERSONAL
REPRESENTATIVE, BETTY W.
DENNEY,

Plaintiff,

-VS.-

L.C. WEEKLEY, LAURA WEEKLEY
SEGAL, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE
ESTATE OF WILLIAM JAMES
WEEKLEY, DECEASED, PETER SAAD
AS PERSONAL REPRESENTATIVE OF
MARY ELIZABETH WEEKLEY SAAD,
DECEASED AND AS TRUSTEE OF THE
MARY ELIZABETH SAAD TRUST,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH CIRCUIT
CASE NO. 2015-CP-25-065

PROBATE FILE NO. 5992.2

**MOTION TO DISMISS THE APPEAL
OF LAURA WEEKLEY SEGAL**

TO: KELLY M. JOLLEY, ESQ.
JOLLEY LAW GROUP
ATTORNEYS FOR LAURA W. SEGAL

YOU WILL PLEASE TAKE NOTICE, that the Plaintiff in this matter will move before the Presiding Judge of Hampton County on the tenth (10th) day of service hereof or as soon thereafter as counsel may be heard for an order dismissing the appeal of Laura W. Segal of the Order of the Honorable Shelia B. Odom filed February 6, 2015, and received by her counsel on or before February 10, 2015. This appeal is untimely and was not properly served upon opposing counsel within thirty (30) days of the receipt of the Order from the Probate Court. See Rule 208(b)(1) SCACR; Rule 203(b)(5); Rule 262 SCACR; S.C. Code Ann. §62-1-308. The

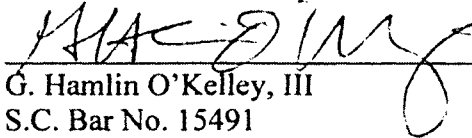
appellant in this matter failed to comply with the proper methods for perfecting an appeal from Probate Court, and, accordingly, this appeal should be dismissed.

This appeal has been filed for the purposes of further delaying the final administration of the Estate of Willie G. Weekley, who died testate in 1977 leaving that Last Will and Testament dated May 10, 1973 (the "Will"). Mr. Weekley's Estate was opened on February 28, 1983, and remains open to this day. It has yet to be fully administered.

There is no duty of consultation connected with the filing of this Motion.

Please be present to defend if so minded.

Mt. Pleasant, South Carolina
April 6, 2015

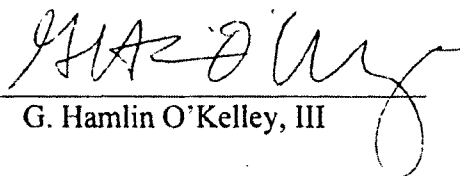

G. Hamlin O'Kelley, III
S.C. Bar No. 15491
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com

Attorneys for Betty W. Denney, the Personal
Representative of the Estate of Willie G.
Weekley

CERTIFICATE OF MAILING

I hereby certify that on April 6, 2015, a copy of the foregoing was mailed, postage prepaid, to all counsel of record in this matter, as follows.

Kelly M. Jolley, Esq.
Jolley Law Group, LLC
P.O. Box 22230
Hilton Head Island, SC 29935



G. Hamlin O'Kelley, III

Page 2

1 PETER SAAD AS PERSONAL
2 REPRESENTATIVE OF MARY
3 ELIZABETH WEEKLEY SAAD,
4 DECEASED AND AS TRUSTEE OF
5 THE MARY ELIZABETH SAAD TRUST,
6
7 Defendants.
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Page 4

1 (PLF. EXH. 1, Notice of hearing, was
2 marked for identification.)
3 (PLF. EXH. 2, Motion to reconsider the
4 order of this Court dated August 29, 2013, was
5 marked for identification.)
6 (PLF. EXH. 3, Letter dated October 21,
7 2014 from G. Hamlin O'Kelley, III and the order
8 granting the plaintiff's motion for summary
9 judgment upon the motion to reconsider, was marked
10 for identification.)
11 (PLF. EXH. 4, Letter dated October 28,
12 2014 from G. Hamlin O'Kelley, III, was marked for
13 identification.)
14 (PLF. EXH. 5, Letter dated November 13,
15 2014 from G. Hamlin O'Kelley, III, was marked for
16 identification.)
17 (PLF. EXH. 6, Letter dated December 2,
18 2014 from G. Hamlin O'Kelley, III, was marked for
19 identification.)
20 (PLF. EXH. 7, Last will and testament
21 of Willie Gelzer Weekley, was marked for
22 identification.)
23 **THE COURT:** Thank you. May be seated.
24 All right. We're here this afternoon in regards to
25 follow-up for a meeting that was held in chambers

Page 3

1 APPEARANCES OF COUNSEL:
2
3 ATTORNEYS FOR THE PLAINTIFF
4 ESTATE OF WILLIE G. WEEKLEY, DECEASED, BY
5 ITS PERSONAL REPRESENTATIVE,
6 BETTY W. DENNEY:
7
8 BUIST, BYARS & TAYLOR, LLC
9 BY: G. HAMLIN O'KELLEY, III
10 652 Coleman Boulevard, Suite 200
11 Mt. Pleasant, SC 29464
12 (843) 856-4488
13 Hamlin.okelley@buiستbyars.com
14
15 ATTORNEYS FOR THE DEFENDANT
16 LAURA WEEKLEY SEGAL, INDIVIDUALLY AND AS
17 PERSONAL REPRESENTATIVE OF THE ESTATE OF
18 WILLIAM JAMES WEEKLEY, DECEASED:
19
20 CARTER LAW FIRM
21 BY: STEPHEN E. CARTER
22 19 Shelter Cove Lane, Suite 101
23 Hilton Head Island, SC 29928
24 (843) 785-5900
25 Scarter@carter-law.net

(INDEX AT REAR OF TRANSCRIPT)

Page 5

1 with Mr. O'Kelley, Mr. Carter, and Mr. Murdaugh was
2 present. Has he -- has anyone talked with his
3 office?
4 **MR. O'KELLEY:** Yeah. Your Honor, Mr.
5 Murdaugh has discovered he had a conflict in the
6 case and won't be involved any longer.
7 **THE COURT:** Okay. All right. With
8 that being said, Mr. O'Kelley, the latest filing
9 that this Court had in summarization of our meeting
10 first was where you enclosed the order granting the
11 plaintiff's motion for summary judgment and the
12 motion for reconsider. And I ask you to go ahead
13 and summarize as best possible --
14 **MR. O'KELLEY:** Yes, ma'am, and I'll try
15 to keep it brief, but, Your Honor, just -- I've
16 given Mr. Carter copies of some exhibits that I'm
17 going to pass up to the Court. The notice of
18 hearing, and obviously we've got a full house
19 today --
20 **THE COURT:** Correct.
21 **MR. O'KELLEY:** -- so everybody got
22 notice. The copy of the motion to reconsider,
23 which is currently pending before the Court. And
24 then the correspondence from October and November
25 where I wrote Your Honor asking if we could have

1 another hearing. And a copy of the will of Willie
2 Gelzer Weekley, which Your Honor has read ad
3 nauseam at this point, but that I just didn't know
4 if we needed to make it a copy. Mr. Carter has
5 copies of all of them.
6 Your Honor, you know --
7 **MR. CARTER:** There's no objection.
8 **THE COURT:** Okay, thank you.
9 **MR. O'KELLEY:** -- that this matter is
10 before the Court, our client Ms. Denney, who's
11 right here with me today, Ms. Denney is 82 years
12 old and she's trying to wind up her father's
13 estate. The only living sibling Ms. Denney has is
14 a lady named Margaret Shinar who lives in Michigan,
15 she's 93 years old. They have been trying to wrap
16 up their father's estate for some time now and we
17 filed a motion for summary judgment which Your
18 Honor heard on October 15th of 2010.
19 At that hearing the Court said there
20 would be a ruling and Your Honor issued your ruling
21 on August 29th of 2013. We filed a motion to
22 reconsider because we had some questions about the
23 Court's order. The Court said come to chambers and
24 we came and met with Your Honor on May 15th of
25 2014.

1 And I actually have my notes from that
2 status conference with me today, Your Honor.
3 Mr. Carter was present, Mr. Murdaugh was present,
4 and we went over the order of the Court and the
5 questions we had about that order. And what we
6 were seeking was to clarify that prior order this
7 summer. Specifically we were trying to have the
8 Court determine and rule finally that the transfers
9 that are complained of in Paragraph 9 of our
10 complaint, specifically some transfers from the
11 Saad, S-A-A-D, family and from L.C. Weekley were
12 not appropriate under the terms of the will of
13 Willie Gelzer Weekley.
14 Mr. Weekley died testate in 1977. His
15 will was dated May 10 of '73 and this estate was
16 opened with this court on February 28th of 1983.
17 So in February we'll be looking at 32 years of
18 probate. Your Honor may recall that there are
19 mechanisms in the will to dispose of the real
20 property in Sections 3, 4, 6, 7, and 8. We had
21 arguments about that. We -- I could go through and
22 explain who gets what shares, but I think the Court
23 is pretty fair who gets what.
24 We filed this complaint and the only
25 person to object to the property coming back into

1 the complaint was Laura Weekley Segal who is the
2 personal representative of the estate of William
3 James Weekley, her father, Ms. Denney's brother,
4 who she contends transferred or had property
5 transferred to him improperly so it should come
6 back into her father's estate so that the shares
7 can be distributed per Willie Gelzer Weekley's
8 will.
9 We went before Your Honor and we argued
10 and stated in chambers that there was no evidence
11 presented that Section 7 of the will was complied
12 with for the transfers complained of, and Your
13 Honor heard us out in chambers. We had a lengthy
14 back and forth argument between Mr. Carter, Mr.
15 Murdaugh, and myself. And in that status
16 conference Your Honor said that partial summary
17 judgment was to be granted and the property was to
18 come back into the estate. You also said that you
19 would deny that -- the summary judgment --
20 **MR. CARTER:** Your Honor, I'm going to
21 object.
22 **MR. O'KELLEY:** Mr. Carter, I'm
23 explaining what the Court asked me to do.
24 **THE COURT:** If you hold your objection
25 for -- for just one moment.

1 **MR. CARTER:** Okay. Certainly, Your
2 Honor.
3 **MR. O'KELLEY:** Thank you, Your Honor.
4 Your Honor said that summary judgment was to be
5 granted and the property was to come back into the
6 estate. Transfers regarding the 40-acre homeplace
7 were refined. And then, Your Honor, I specifically
8 wrote all these things down because I knew this
9 might come up later, that you were going to
10 transfer the matter to the Circuit Court to
11 determine the distribution of shares because, as
12 Your Honor said, there's a lot going on with this
13 Court, it's you and one staff member, and the
14 Circuit Court Your Honor felt was better able to
15 handle these matters on down the road, which was --
16 you know, we understand that ruling.
17 There hadn't been any evidence
18 presented that Your Honor could find that the
19 mechanisms with the will had been complied with to
20 the transfers to the property that we are
21 complaining of should come back into the estate.
22 You also had stated at that hearing that there was
23 no problem with the 40 acres being distributed to
24 Ms. Denney and Ms. Shinar per the interest of the
25 testator Willie G. Weekley. But you did state that

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Page 12

1 there was no notice and no vote.

2 At that status conference Your Honor
3 said please submit orders. We submitted an order
4 to you as did Mr. Carter. The Court acknowledged
5 receipt of that proposed order on 6/2 of 2014, that
6 would be June 2nd. We've got the file stamp copy
7 on the bottom.

8 And, Your Honor, that is where we are.
9 That is the summary of what has gone on in this
10 case. And I'm happy to have Mr. Carter tell the
11 Court why he thinks that's -- it's different, but
12 that's my understanding of what the ruling was. We
13 wanted to put something on the record today because
14 of the age of my client and her sister. Ms. Denney
15 is, as I stated, and you're not supposed to tell a
16 lady's age, but she is 82 (sic), Ms. Shinar is 93.
17 The estate has been opened 32 years where she has
18 lost -- they have lost other siblings while the
19 estate has been open. Their brother L.C. Weekley
20 who consented to the relief sought in this
21 request -- this case has since died. He died while
22 this matter was pending and after the timeframe to
23 answer was -- has run, so he's in default in the
24 matter as well. But he's got heirs now who need to
25 be -- get some finality.

1 brought to light in this court matter today and be
2 put on the record can be done as all the parties to
3 this -- this case need to be brought aware not just
4 with each person's counsel but from the Court's
5 perspective entirely.

6 **MR. CARTER:** Thank you, Your Honor. If
7 it may please the Court, if I may. For the court
8 reporter, I am Steve Carter. I represent Laura
9 Weekley Segal.

10 Your Honor, the reason for the -- that
11 I was going to object, and it doesn't matter at
12 this point, but a status conference, as the Court
13 is well aware, is a non-record discussion. There
14 is no evidence received. As far as I know, there
15 was no decisions made that day. I think the Court
16 heard everybody's positions, but I don't recall --
17 and if I'm wrong the Court can correct me -- but I
18 don't recall that there was any decisions by the
19 Court that day.

20 The Court did ask for proposed orders,
21 which would be fairly typical to get the counsel's
22 thoughts as to suggestions they might have for the
23 Court. But that status conference was certainly
24 nothing on the level of what this hearing is with
25 the ability of notice to everybody to be here, the

Page 11

Page 13

1 It's my understanding, Your Honor, that
2 you were ruling in our favor, and that was the
3 Court's indication in the status conference. I'm
4 happy to go through and discuss each aspect of the
5 motion that's pending before the Court, which is
6 the motion for summary judgment as to why the will
7 was not complied with, but it's my understanding
8 that Your Honor is fully aware of those arguments
9 and that you were ruling in our favor. We just
10 wanted to put something in the record -- on the
11 record to that effect so we asked the Court for
12 this hearing today.

13 **THE COURT:** Thank you. And,
14 Mr. Carter -- and albeit probably somewhat wildly
15 unusual for the Court not to object or -- or
16 sustain or overrule your motion -- or your
17 objections to his entries, this is a motion
18 hearing. This -- this I felt, from this Court's
19 perspective, that as all the parties are here, they
20 needed to be brought aware as to what our status
21 conference meeting that day contained and consisted
22 of. I'd prefer that you go ahead now with whatever
23 your objection may have been so that the Court can
24 then rule whether or not it's going to sustain or
25 overrule that objection, but as much that can be

1 opportunity to have a record of the hearing, the
2 opportunity to be heard fully and completely.
3 That's what we think of when we think of a hearing.
4 And so I would just merely suggest to
5 Your Honor that the status conference was
6 something -- just exactly what it says, what's
7 happening, what are we going to do with this case,
8 what are we going to do going forward. And, yes,
9 there was a great deal of discussion. And, of
10 course, obviously the Court is going to correct me
11 if I'm wrong, but I don't believe the Court made
12 any decisions that day.

13 Now, the -- I'll kind of start back at
14 the beginning. First of all, I enjoy the
15 courtroom. I enjoy the opportunity to appear
16 before Your Honor. I respect the Court. And from
17 the time that this country started, we've had -- in
18 order to be deprived of life or liberty or
19 property, we have to have due process. Now, I
20 won't talk about liberty and -- and life, because
21 that's a criminal proceeding. In civil proceedings
22 to be deprived of property, we're entitled to due
23 process.

24 That is a hearing, somewhat like what
25 we have today, notice for all the parties to be

Page 14 1 there, all the -- everybody who has an interest has 2 a right to be there. That's why we filed the 3 lawsuit, we served the lawsuit, we give notice of a 4 trial. 5 Due process says we have the right to 6 cross-examine witnesses. That's why in Perry Mason 7 the witness was always on the stand and Mr. Mason 8 always had the opportunity to ask those witnesses 9 his questions. 10 We have the right to subpoena 11 witnesses. We have the right to take the stand and 12 testify ourselves. 13 All of those are an important part of 14 due process and they're -- they're recognized on a 15 daily basis. And to deprive someone of due 16 process, a party of due process, is an exception to 17 the rule and I -- and -- and when I say rule, all 18 of our due process rights now in the civil mode 19 have been streamlined into specific rules, rules of 20 civil procedure. And one of those rules, Rule 56, 21 says in rare instances, if, in fact, there's no 22 dispute in the facts, that is if everybody agrees 23 and there's no dispute in the important facts, then 24 a party is entitled to summary judgment pursuant to 25 Rule 56.	Page 16 1 by themselves, so Mr. Carter's -- 2 THE COURT: Sustained. 3 MR. O'KELLEY: -- misstating the rule. 4 MR. CARTER: I am not. I am not 5 misstating the rule and that's -- that's an error. 6 You don't have to have affidavits. You can have 7 depositions, you can have all -- 8 THE COURT: Right. 9 MR. CARTER: -- you can have many items 10 of evidence, but if an affidavit is given, it has 11 to be on personal knowledge. You can't include 12 hearsay within the affidavit. That's what the -- 13 that's what the rule says. 14 Now, if that witness who signs the 15 affidavit, if there's any counter affidavit that -- 16 that counters any of those facts, then they cancel 17 each other out and nobody gets summary judgment. 18 And at trial, those two witnesses who signed those 19 two affidavits can be cross-examined. 20 When we go to -- when we jump through 21 discovery phase, we jump then to summary judgment 22 phase without ever having any opportunity to 23 cross-examine witnesses, we've jumped over and 24 avoided due process. So I'm going to take it back 25 to in summary judgment and the -- and I've provided
Page 15 1 Now, I -- I know I've provided a lot of 2 law to Your Honor, but the rule itself -- and I 3 don't know if you would like a copy of the rule. 4 THE COURT: No, you've already provided 5 that previously. 6 MR. CARTER: Okay. 7 THE COURT: Thank you. 8 MR. CARTER: 56(c) in pertinent part 9 says that the party moving is entitled to summary 10 judgment if there is no genuine issue as to any 11 material fact. And in looking at whether there's a 12 material fact in dispute, the Court in Rule 56(e) 13 limits what the Court can consider. And it is 14 limited to: Supporting and opposing affidavits 15 shall be made on personal knowledge set forth facts 16 which would be admissible in evidence. And that 17 means admissible in evidence at trial. So in order 18 to consider anything in the course of a -- it's 19 deciding a motion for summary judgment, the Court 20 can only consider what would be admissible at 21 trial. For instance, as we know -- 22 MR. O'KELLEY: Your Honor, I'm going to 23 have to state an objection. That's 24 mischaracterizing the rule. Summary judgment 25 motions are done on affidavits, which are hearsay	Page 17 1 the case law and I'll cite some cases for Your 2 Honor: Bass v. Gopal which is a 2011 case from the 3 Supreme Court, 395 South Carolina 129. And then 4 also the Wright v. School District of Fairfield, 5 which is a 1994 case. 6 Both those cases say the nonmoving 7 party, which is Ms. Segal, the nonmoving party is 8 entitled to the benefit of every possible inference 9 so that -- summary judgment we don't weigh 10 evidence, we decide is there any evidence that's 11 opposed. 12 A good example that I use in -- on a 13 daily basis is if the dispute is as to who ran a 14 red light and I drove through an intersection and I 15 say I had a green light, the plaintiff says they 16 had a green light and that plaintiff has a busload 17 of the most outstanding citizens in the state along 18 with a couple of priests and a couple of Baptist 19 ministers and they all say that I ran the red light 20 but I deny running the red light, that means they 21 don't get summary judgment, because there's a 22 scintilla of evidence, a mere speck of evidence 23 that says, well, this -- there's a question of fact 24 on that material issue who ran the red light. 25 In this case, we have extremely complex

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1 sets of facts. I know Your Honor diligently worked
2 hard to try and figure out all of the facts. I can
3 tell you that any group of lawyers sitting in a
4 room could argue 16 different things that we didn't
5 even talk about yet in this case. It's -- it's a
6 very complex -- on facts, on the history, and on
7 the law, it's very complex.
8 It's clearly, in my estimation, I would
9 have to say it's not one -- it's not right for
10 summary judgment. We haven't even done discovery
11 yet. I haven't even had the opportunity -- they
12 rely heavily on a report, not an affidavit, but a
13 report from someone who is supposed to be a title
14 examiner. They -- they were trained mechanically
15 to look at titles. They're not trained in the law
16 of wills. And yet they render a legal opinion
17 about what the will's intent -- what -- what
18 happened here.
19 That's Your Honor purview. You decide
20 the law, not -- and -- and you don't listen to
21 opinions about the law from -- from -- unless
22 someone is qualified truly as an expert and we
23 don't -- the person didn't indicate in their -- in
24 their statement, not even an affidavit, that they
25 had a law degree, had any legal training whatsoever

1 at the second sentence this Court made numerous
2 conclusions, all of which were supported by an
3 affidavit and documents presented by Ms. Segal.
4 And all of those findings that the Court made
5 create question -- or are clearly questions of fact
6 that are challenged by the plaintiff.
7 Now the plaintiff can challenge them,
8 but as of the time of motion for summary judgment
9 if there's any evidence whatsoever to support the
10 plaintiff -- the -- Ms. Segal's position then she
11 gets the benefit of that support, that inference.
12 And as the Court concluded, there was -- Your --
13 Your Honor recited that the transactions made --
14 and, again, this is a second paragraph on -- under
15 paragraph numbered two on Page 9, the transactions,
16 which is, of course, all of the transactions that
17 Ms. Segal and her father participated in, the
18 transactions made in regards to the 269.5 acres
19 were done first well after two years after the
20 death of the testator. As Your Honor clearly
21 understood, that was outside of the will.
22 So Your Honor obviously understood
23 that, well, we didn't comply with the will, but a
24 whole lot of other things happened besides that and
25 that is, second, the conveyances were made in

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1 other than they were title examiners.
2 So I would suggest if -- if that were
3 at all significant, then I would at least have the
4 opportunity to take that witness' deposition and
5 cross-examine them at trial, but I don't -- I don't
6 even think we get to that point because in this
7 case the facts and the law are so complex and Your
8 Honor in -- and I note that the plaintiffs proposed
9 order states at Page 1 that the order confirms and
10 clarifies the Court's order of -- this is on the
11 first page at the bottom of the proposed order it
12 -- as a preamble it is inserted that this order,
13 the second line, this order confirms and clarifies
14 the Court's order of October -- of August 29th,
15 2013.
16 Well, first of all, it didn't confirm
17 the order, it changes it 100 percent.
18 **THE COURT:** Okay.
19 **MR. CARTER:** And it certainly
20 doesn't -- doesn't clarify it, it just changes the
21 order entirely. And when we -- when we talk about
22 questions of fact -- Your Honor did a yeoman's job
23 in going through and -- I'll look at the Court's
24 order, the order that was actually filed in this
25 case on August 29th, 2013 and on Page 9 beginning

1 accordance with the division surveys that all of
2 the heirs were knowledgeable of with no offer to
3 join in the purchase, no apparent objection or
4 complaint for a period of five years. That's well
5 outside any statute of limitations. That's well
6 beyond laches. Both of which were affirmative
7 defenses asserted by Ms. Segal. Your Honor clearly
8 found that under those -- under those issues at
9 least questions of fact were created.
10 Your Honor goes on to find that
11 proposed -- that the proposed division surveys were
12 initiated between 2000 and 2003 with no objections,
13 complaints, questions or offer to join in the
14 purchase being raised regarding the division
15 interest at the time nor at the time of the signing
16 of the first farming lease in 2002.
17 And then you go on to note quite
18 significantly I believe, every year an accounting
19 was provided to all heirs of the prospective
20 farming income division and, again, no question,
21 argument, offer or dispute was raised regarding the
22 transfers.
23 So as Your Honor well recognized, okay,
24 maybe the original transfers were not in technical
25 compliance with the -- with the will, but very

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1 often wills can't be followed.
2 For instance, if -- if -- if I contract
3 with somebody to say you come and take care of me
4 and I will leave my estate to you, that's a
5 contract. If I prepare a will that transfers
6 differently, the Court's going to set aside that
7 will and honor the contract if it can be proven.
8 Likewise if I have specific bequests of
9 a farm or a car and by the time the person dies the
10 decedent had sold that farm or sold that car,
11 obviously the bequests in the will could not be
12 complied with.
13 This is exactly the same thing. No,
14 there is not specific exact compliance, but there
15 is enough questions of fact as to whether these
16 transfers were viable and legal and proper anyway
17 as presented by the evidence provided by Ms. Segal
18 in her -- by way of her affidavit and supporting
19 exhibits.
20 Your Honor found those things were
21 questions and they continue to be questions to this
22 day. The mere fact that there wasn't strict
23 absolute precise satisfaction of every tenet of the
24 will does that mean those transfers are invalid.
25 As -- as Your Honor found from these -- from her

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1 findings, those are questions.
2 And the Court goes on to say with all
3 of these accountings and with all of these
4 transfers and with the -- with the surveys being
5 provided and all of those things -- now, the
6 plaintiffs might dispute all of that, but those --
7 there is evidence of all of that. No -- the Court
8 concludes at the bottom of Page 9 no action or
9 dispute to the contrary was made until the
10 complaint was filed by the plaintiff in 2007.
11 At a minimum, Your Honor, that raises
12 affirmative defenses which are a part of Ms.
13 Segal's response and that is laches and statute of
14 limitations and acquiescence and accord and
15 satisfaction. All of those defenses are supported
16 by those facts.
17 I would also, just as an aside, as the
18 Court found, there were accountings provided every
19 year. As far as I know, we haven't received an
20 accounting since the operations were taken over by
21 the personal representative, there's -- but that's
22 not a formal thing that's before the Court today,
23 I'm just pointing out, Your Honor, I believe that
24 there --
25 **MR. O'KELLEY:** And, Your Honor, I'm

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1 going to object to that, because, again, that's not
2 before the Court.
3 **THE COURT:** Sustained.
4 **MR. CARTER:** All right. Thank you,
5 Your Honor.
6 **MR. O'KELLEY:** Your Honor, briefly in
7 reply. I'm glad Mr. Carter is able to educate the
8 Court on due process because this case has had
9 nothing but due process. The will was opened, it
10 has been years in the making of the will being
11 dealt with other than the way of Ms. Segal's father
12 treating this estate as his personal piggybank once
13 he died. There is --
14 **MR. CARTER:** Objection, Your Honor,
15 there was no evidence of that.
16 **MR. O'KELLEY:** Once he died there was
17 no -- I'll withdraw it, Your Honor.
18 **THE COURT:** Okay.
19 **MR. O'KELLEY:** Once he died the estate
20 founder, Ms. Denney, they came to our firm and said
21 help. We filed a petition to have her appointed.
22 That was heard and granted.
23 We then filed a complaint. It was
24 served. Answers came back. We filed a motion for
25 summary judgment, which Your Honor knows under Rule

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1 56 can be filed at any time. It doesn't matter
2 when it is filed.
3 But when a motion for summary judgment
4 is filed, the nonmoving party must come forward
5 with some form of evidence, a mere scintilla of
6 evidence, that shows that a genuine issue of
7 material fact exist.
8 Well, Your Honor, I almost fell out of
9 my chair a minute ago, because Mr. Carter just
10 stated there was no compliance with the will and
11 that was Your Honor's ruling on Page 9 where the
12 Court found that all of the inner-family deeds --
13 **MR. CARTER:** I'm going object again.
14 That's mischaracterization of -- of my argument,
15 Your Honor. What I said was --
16 **MR. O'KELLEY:** Your Honor --
17 **MR. CARTER:** -- even assuming that
18 there was not --
19 **MR. O'KELLEY:** Your Honor, I did --
20 **MR. CARTER:** -- compliance. I did not
21 concede that there was noncompliance.
22 **THE COURT:** Overruled to the objection.
23 **MR. O'KELLEY:** Okay. Thank you, Your
24 Honor.
25 The Court found that all of the

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1 inner-family deeds made except that of conveyance
2 made to Mixon J. Zahler, Jr. are improper. And,
3 Your Honor, there is a way to comply with the will,
4 as Your Honor knows and as Your Honor found,
5 because the transfers to Mr. Zahler, who's in the
6 courtroom with us today, were in compliance with
7 the will.

8 And I think that's what we're here
9 about today, Your Honor, is the fact that there was
10 no evidence presented. And, again, this case has
11 been pending. The complaint was filed in 2007.
12 Ms. Segal hasn't taken the first deposition. Ms.
13 Denney is right here. Crocker Abstracting is just
14 down the road.

15 This motion has been pending since
16 2010. So to say that we're in a discovery phase
17 and we need to do discovery seems a bit silly since
18 the case has been pending for so long.

19 Your Honor did make a ruling that all
20 of the inner-family deeds made are improper. And,
21 Your Honor, we're seeking to have the Court either
22 put something on the record or clarify its order
23 from what we talked about in the status conference
24 that that was my understanding, and if my
25 understanding was improper I apologize to

1 And this simply gets the property back
2 into the estate and then Your Honor can say, Judge
3 Buckner or retired judge whoever or special referee
4 whoever, please distribute the estate according to
5 Mr. Weekley's will so that we can close this matter
6 for an 89 (sic) year old lady whose with us today
7 and for a 93-year old lady who's in Michigan who
8 can't be with us.

9 So that -- that is the point, Your
10 Honor. Due process has been more than complied
11 with. We have not seen a speck of evidence that
12 says the will was complied with and that's why we
13 filed our motion. And, Your Honor, that's why
14 we're here today, to get something on the record
15 about the fact and to clarify what Your Honor ruled
16 already in August of 2013.

17 **THE COURT:** Thank you.

18 **MR. CARTER:** Your Honor, may it please
19 the Court, I -- I would submit it's disingenuous to
20 say that granting the plaintiff's motion for
21 summary judgment does not take away property from
22 Ms. Segal. She has a certain number of shares in
23 the property and a certain number of acres and the
24 plaintiff wishes to take those away from her. That
25 is taking property. So I'm not sure where --

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1 Mr. Carter and to the Court, that that's why Your
2 Honor wanted a proposed order from us quickly, was
3 so that Your Honor, while it was fresh in Your
4 Honor's mind, you could finally memorialize the
5 fact that the will was not complied with.

6 And it's interesting, Your Honor, if
7 these properties come back into the estate, there
8 is no deprivation of life, liberty or the pursuant
9 of happiness or property. They come back into the
10 estate and they're distributed according to the
11 estate. And because Ms. Segal steps into the shoes
12 of her now deceased father, she still will have the
13 largest shares.

14 The homeplace, Your Honor ruled, the 40
15 acres, was transferred properly. No one seems to
16 be contesting that issue here today. That was part
17 of our order.

18 But, Your Honor, I think it's important
19 to note and I think Your Honor has indicated, at
20 least it was my impression, and, again, if I'm
21 mischaracterizing something I apologize to Your
22 Honor and to Mr. Carter, but I thought it was your
23 impression from the status conference and even here
24 today, I don't see any evidence that says the will
25 was complied with.

1 where that was going.

2 But if the Court recalls, we attempted
3 to do discovery early on. We served
4 interrogatories and requests for documents. They
5 were -- those requests and interrogatories were not
6 complied with until after we filed a motion for --
7 to compel --

8 **MR. O'KELLEY:** But they've been
9 complied with, Your Honor. They've been complied
10 with, Your Honor, and --

11 **MR. CARTER:** Yes.

12 **MR. O'KELLEY:** -- this isn't before the
13 Court, Your Honor.

14 **MR. CARTER:** It -- well, it is when
15 it's raised in the due process mode, Your Honor,
16 because those -- they were complied with just
17 before summary judgment.

18 **MR. O'KELLEY:** They were still complied
19 with, Your Honor. So, again, I don't know what his
20 argument is.

21 **MR. CARTER:** I -- I would -- I would
22 like the opportunity to finish without being
23 interrupted so that he could learn what my argument
24 is.

25 **THE COURT:** Thank you, Mr. O'Kelley.

1 MR. O'KELLEY: Thank you, Your Honor.
2 MR. CARTER: Thank you, Your Honor.
3 Typically we -- we send our interrogatories, find
4 out who their witnesses are, what they're going to
5 do, what they're going to say, and we ask for the
6 documents that they're going to use at trial.
7 After we get those, we commence depositions.
8 Now, this case, the depositions are
9 going to be extensive and expensive. We have many
10 witnesses from other states. The -- the Court --
11 the interrogatories and -- and requests for
12 documents were satisfied at the time of the motion
13 for summary judgment: So once the summary -- once
14 the summary -- the Court -- the summary judgment
15 issue was before the Court, we couldn't really do
16 discovery. We could, but we don't know how the
17 Court was going to rule and that would affect our
18 depositions going forward.
19 So to say -- and, again, you -- I'm not
20 sure what he's saying when he says, well, we filed
21 promptly in 2007. As the Court clearly observed by
22 your -- your order, many years went past and lots
23 of documents were provided to the -- to the
24 plaintiff so that they understood what was going
25 on.

1 And, again, what I -- what our -- what
2 our position is, as in any case, the mere fact that
3 something went wrong in a case doesn't mean that
4 the plaintiff wins. The mere fact that I ran a red
5 light doesn't mean the plaintiff wins if they have
6 no damages. There -- the mere fact that a contract
7 is not complied with is not dispositive if the
8 other side -- if the -- if the plaintiff didn't
9 comply first.
10 So there's always affirmative defenses
11 outside of was the contract or the will strictly
12 complied with. And -- and Your Honor has
13 significant evidence before it that, yes, there was
14 not -- there -- there was affirmative defenses of
15 laches and statute of fraud, statute of
16 limitations, and statute of frauds and waiver and
17 all of those affirmative defenses that we put into
18 our memorandum and opposition of summary judgment
19 and all of the evidence opposed -- in support of
20 those affirmative defenses -- and if we have any
21 evidence that supports the affirmative defense then
22 the plaintiff is not entitled to summary judgment
23 and that's -- that is where we are on summary
24 judgment.
25 It's -- it's irrelevant whether there

1 was a contract compliance if there are other
2 affirmative defenses to compliance with the
3 contract or in this case a will. And that's --
4 that's all I wanted the Court to understand. I
5 really appreciate your -- your attention and your
6 time, Your Honor, thank you.
7 MR. O'KELLEY: And, Your Honor, if --
8 if I may just quickly, this is a case that screams
9 for summary judgment because it's not a contract
10 case. It's not a car wreck case. It's a will
11 case. And it's this Court's duty, as Your Honor
12 knows, to strive to determine and give effect to
13 the testator's attempt. And that's the case of May
14 v. Riley it's from 305 S.E.2nd Case 77 from 1983.
15 It was affirmed in the case of In re Estate of
16 Fabian in the Court of Appeals at 483 S.E.2nd at
17 474. And Your Honor has heard that there was no
18 compliance with the mechanisms in the will for
19 these transfers to be upheld.
20 And that's -- that's it, Your Honor.
21 That's all we're seeking here. The fact that there
22 are affirmative defenses doesn't change the fact
23 that not one scintilla of evidence has been brought
24 to this Court since this case began that says we
25 complied. And as Your Honor found in the order,

1 all the transfers were not in compliance with the
2 will except the transfer of Mr. Zehler.
3 So there is a mechanism to be -- to be
4 had and the family knew there was mechanism to do
5 this, but it wasn't done in the case of the four
6 transfers we're talking about in Paragraph 9 of the
7 complaint.
8 This isn't complicated. Mr. Weekley
9 wanted his family to keep the property together.
10 He went to Mr. Anderson and they drafted this will
11 ages ago to try and get it -- excuse me, not Mr.
12 Anderson, Mr. Kinard years ago to try to do this
13 mechanism the best way they could. This was before
14 the LLC statutes. This was before the people
15 thought you could put family property into
16 corporations. And they did it the -- before the
17 probate code, Your Honor.
18 They did this pretty sophisticated will
19 and pretty cleverly, maybe to my client's chagrin
20 all these years later, but, Your Honor, your ruling
21 was clear and we sent the order to bootstrap and
22 clarify that order that said the will was not
23 complied with and that's what we're here about
24 today.
25 THE COURT: And, sir, you had something

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1 to offer.

2 **MR. DAVIS:** Your Honor, may I be heard?

3 **THE COURT:** Could you state your name
4 and your position --

5 **MR. DAVIS:** Yes, ma'am.

6 **THE COURT:** -- for the record, please.

7 **MR. DAVIS:** My name is Tom Davis. I'm
8 an attorney at Harvey & Battey in Beaufort and I'm
9 making an appearance today on behalf of Chris
10 Crosby who has an interest in this matter but who
11 has not been named as a party to this action and
12 has not had a chance to yet to be heard. And I
13 would like to briefly outline what the basis of his
14 interest is and request that we be included in any
15 future correspondence between the parties that
16 effect my client's interest.

17 **THE COURT:** Is there any objection from
18 Mr. O'Kelley or Mr. Carter?

19 **MR. O'KELLEY:** Absolutely, Your Honor.
20 Mr. Crosby may have an interest in the estate of
21 L.C. Weekley. L.C. Weekley was served with this
22 complaint. He did not answer this complaint. He
23 was in default in this matter. And he consented to
24 the relief that was requested in the case.

25 He subsequently died. If we need to

1 my understanding your ruling is that this -- you
2 will allow Mr. Davis to make his presentation but
3 are you ruling -- well, I'll just see what happens.

4 **THE COURT:** Okay.

5 **MR. O'KELLEY:** With Your Honor's ruling
6 if I need to preserve the objection I will do so.

7 **THE COURT:** All right. Thank you.

8 **MR. DAVIS:** Thank you, Your Honor. Mr.
9 Crosby has either one of two interests in the real
10 property that's -- in this case. If, in fact, the
11 plaintiff is correct and the deeds of distribution
12 were done improperly, then he has whatever interest
13 Lucas Weekley would have received since he is the
14 devisee in Lucas Weekley's will which is in probate
15 in this Court.

16 If, in fact, those deeds of
17 distribution were done properly, then he has an
18 interest in the subject matter of this action
19 because he is the holder of a mortgage against real
20 property that was given to Mr. Weekley prior to his
21 death and subsequently willed to Mr. Crosby in the
22 last will and testament of Lucas Weekley.

23 So irrespective of whether eight or
24 nine years ago pleadings were served and Lucas
25 Weekley was held in default, my client either has

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1 substitute his estate as a party, we might need to
2 do that, but because he's in default in the matter
3 there's really nothing for Mr. Crosby or his
4 attorney to say. He's been in default. He was
5 served, the 30 days ran, and he's been in default
6 since 2007, and that was well before he died, Your
7 Honor.

8 **THE COURT:** Okay. And there's
9 sufficient evidence in the court record from '07
10 where he was initially served with the notice?

11 **MR. O'KELLEY:** Yes, ma'am. Absolutely.

12 **THE COURT:** Okay.

13 **MR. DAVIS:** If I may be heard briefly,
14 Your Honor.

15 **THE COURT:** I'm going to allow you to
16 go ahead and submit your comments into the record
17 and --

18 **MR. O'KELLEY:** And, Your Honor, just
19 from -- if we could note my objection for the
20 record --

21 **THE COURT:** Certainly.

22 **MR. O'KELLEY:** -- and the objection is
23 continuing and --

24 **THE COURT:** Duly noted.

25 **MR. O'KELLEY:** -- and, Your Honor, it's

1 an equitable interest in the land by virtue of
2 holding a mortgage or he has a fee simple interest
3 in the land by virtue of having whatever interest
4 Lucas Weekley had in the property.

5 In either event, neither Lucas Weekley,
6 that I can see in this caption -- or I guess that's
7 L.C. Weekley -- but my client, who currently stands
8 in the shoes, deserves to be heard irrespective of
9 whether or not there was a default. I mean, things
10 may change. Motions may be held that affect my
11 client's interest beyond what was initially pled.
12 He has an interest in these proceedings.

13 And we properly notified counsel when
14 Your Honor issued her order in August 29th, 2013.
15 My client became aware of that, thought his
16 interest was affected. I contacted counsel for the
17 parties and let them know that I represented Chris
18 Crosby, that he had either an equitable or a legal
19 interest in the subject matter of the real
20 property. And just by happenstance about a month
21 ago contacted the parties again and asked what the
22 status of the matter was and I heard, Your Honor,
23 that there was going to be a hearing today.

24 So I appeared today on behalf of my
25 client protecting either his equitable interest in

1 the real property in the event that the deeds of
2 distribution were proper or his legal interest in
3 the real property to the extent the deeds of
4 distribution were executed and administered
5 improperly.

6 THE COURT: Okay. Thank you.

7 MR. DAVIS: Thank you.

8 MR. O'KELLEY: And, Your Honor, just
9 briefly in reply, Mr. Weekley, again, is in
10 default, L.C. Weekley, the testator for Mr. Crosby
11 and he consented to his shares -- his transfers
12 coming back into the estate. And ultimately L.C.
13 Weekley had five of the shares of his father's
14 estate under paragraph -- excuse me, Section 4 of
15 the will, just so the Court is aware of that.

16 THE COURT: Okay. Thank you.

17 MR. CARTER: May I inquire as to the
18 form of the consent? He stated Mr. L.C. Weekley
19 consented.

20 MR. O'KELLEY: He consented by default.

21 MR. CARTER: Okay. So he didn't
22 consent affirmatively --

23 MR. O'KELLEY: He has -- he has eight
24 and a half shares. Actually he -- he consented
25 affirmatively because he did not answer the

1 complaint. He was served and --

2 MR. CARTER: I understand, but that
3 wasn't an affirmative consent, that was a default.

4 MR. O'KELLEY: Which -- which in this
5 case his -- there's only one party who filed an
6 answer objecting to the relief sought and that was
7 your client, Mr. Carter.

8 MR. CARTER: I'm just wanting to
9 clarify, Your Honor, because it seemed as though
10 there was affirmative consent and I don't believe
11 that's the state of the record. I just --

12 MR. O'KELLEY: Your Honor, he consented
13 by his default. And just for the record, Your
14 Honor, I've got it wrong, Lucas Carroll Weekley
15 gets eight and a half shares under the rule, just
16 for the record. I had stated five, but it's eight
17 and a half.

18 THE COURT: Okay.

19 MR. O'KELLEY: So that would be
20 whatever share Mr. Crosby would be stepping into.

21 THE COURT: So as you see, ladies and
22 gentlemen of -- that are here in the galley today,
23 regarding the case of Mr. Willie G. Weekley what
24 this Court has had to contend with over this period
25 of the number of years since 2006 I'm going to say

1 slash 7 to current date and the 30 years all total.

2 This is not being something that the
3 Court has held lightly. This is not something that
4 this Court has been able to set on a shelf and just
5 hold you off on an answer. This is something this
6 Court has contended with time after time after
7 time, but in -- when it all comes down to the
8 bottom line, the duty of this Court is to determine
9 whether or not the intent of the testator was
10 carried out.

11 And there have been several ways that
12 it's been put before this Court to decide this way
13 or that way, but the bottom line that this Court
14 has to make sure and adhere to is the testator's
15 intent. What did this gentleman want as a result
16 to happen from his last will and testament.

17 He took the time, he took the
18 initiative to prepare a will. He wrote out in his
19 last will and testament, which albeit it took me
20 about 13 hours of my personal time away from my
21 office, away from the phones, to go through and
22 decipher over and over again once both the
23 councilmen put before this Court their independent
24 positions for their clients behalfs to look at it
25 from the ground up in -- in both spectrums. Not an

1 easy task. Whether it be that I myself
2 independently had been in this court or any other
3 probate judge.

4 So therefore taking a step back from
5 all of those other smoking guns and mirrors, this
6 Court has had to go back to the original question
7 what was the testator's intent. This Court finds
8 in ruling the way that the Court did in August and
9 presenting the order that the Court presented and
10 in the middle of this order that the Court felt had
11 equitably tried to entertain the position from both
12 parties here, that this order couldn't really go as
13 it was so the Court does take a step back and look
14 at the issues again regarding the order and the way
15 it was -- was presented. Couldn't make a ruling in
16 part. It's one way or the other.

17 The Court does offer the apologies. I
18 tried to do what I felt like from the Court's
19 perspective that would be in the best interest of
20 all parties. There again, it brings me back to
21 square one and the point again of was the
22 testator's will carried out.

23 This -- this Court is ruling from this
24 bench today because, again, I do in agreement with
25 both attorneys feel that this Court -- this case

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1 has gone on for far too many years. Unfortunately
2 I feel like it's -- it's not a quick fix, it's
3 going to continue to go on; however, you will have
4 a point that you can derive and go from this date
5 forward.

6 This Court is rendering an order for
7 motion of summary judgment and the Court is going
8 to release the case to the circuit court for the
9 properties that are going back into the estate for
10 the circuit court to rule on how those properties
11 should be distributed or whether or not those
12 contracts for deeds are going to be affirmed or
13 not, but from this day forward the probate court
14 summary judgment stands as ordered.

15 **MR. O'KELLEY:** And, Your Honor, just as
16 a point of clarification, it's -- the order from
17 2013 stands as the order saying that the properties
18 were -- should go back to the estate.

19 **THE COURT:** That is correct.

20 **MR. O'KELLEY:** And, Your Honor, those
21 properties being the four that are complained of in
22 Paragraph 9 -- the transfers in Paragraph 9 of the
23 complaint are now back into the estate.

24 **THE COURT:** That's correct.

25 **MR. O'KELLEY:** And does Your Honor need

1 is going to a higher court, I want it in writing so
2 that it can follow the entire record.

3 **MR. CARTER:** No, I understand, but, if
4 I understand correctly, you are simply affirming
5 your order.

6 **THE COURT:** No, the -- my previous
7 order --

8 **MR. CARTER:** Yes.

9 **THE COURT:** -- was in part that part of
10 the properties go back into the estate. This
11 affirmative today is that everything as though it
12 had not ever been done in any part. All of it.

13 **MR. CARTER:** Okay. So you're not
14 confirming your prior order, you are issuing a new
15 order?

16 **THE COURT:** Issuing a new order that it
17 should start from the ground up.

18 **MR. CARTER:** Okay. Thank you, Your
19 Honor.

20 **MR. DAVIS:** Your Honor?

21 **THE COURT:** Yes, sir.

22 **MR. DAVIS:** May I request that my
23 client be Chris Crosby be substituted as a party
24 defendant for L.C. Weekley. I think both sides
25 acknowledge that he is the sole devisee in the will

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1 a further order to that effect or is the ruling
2 from the bench sufficient?

3 **THE COURT:** There is going to need to
4 be a documented order per -- per --

5 **MR. O'KELLEY:** I'll --

6 **THE COURT:** -- verbatim.

7 **MR. O'KELLEY:** I'll be happy to prepare
8 one. I've been writing it down. And I will
9 actually order the transcript, madam reporter, so I
10 will take the court's ruling and quote it from the
11 transcript and attach the transcript --

12 **THE COURT:** Per quote and I will be
13 watching for that.

14 **MR. O'KELLEY:** I will -- I will
15 actually quote it and I will attach the transcript
16 to the last page -- it'll -- the transcript will be
17 attached to the order, in other words, so it will
18 be quoted what Your Honor has just ruled.

19 **THE COURT:** Okay. Thank you.

20 **MR. CARTER:** Thank you, Your Honor.
21 I -- I -- I appreciate your time. I believe -- and
22 I'm not sure why there has to be -- if you're going
23 to affirm your order, why you need another order.
24 It seems to be your order affirmed is sufficient.

25 **THE COURT:** It is, but if this record

1 and I don't -- based on what I'm hearing, I don't
2 think there's objection to having Mr. Crosby
3 substituted in the stead of L.C. Weekley. Am I
4 correct in that regard?

5 **MR. O'KELLEY:** No, Your Honor, the
6 estate of L.C. Weekley might be substituted, but I
7 don't -- I would need to go through Mr. Weekley's
8 will and have evidence of that and all that, but I
9 think if we wanted to substitute to estate -- but
10 it's really not necessary since he's in default in
11 the case and has been for eight -- almost eight
12 years.

13 **MR. DAVIS:** Your Honor, irrespective of
14 whether he's in default, he has an interest in how
15 the property is subsequently going to be handled by
16 the circuit court. I mean, my client has property
17 interests that are going to be determined above and
18 beyond what was in the initial pleading.

19 **THE COURT:** I think you're going to
20 have to submit it from the estate of L.C. and let
21 the higher court rule.

22 **MR. DAVIS:** Okay. I thought there
23 might have been a consent, but I can file a full
24 motion to substitute a defendant, Your Honor.
25 Thank you.

Page 46	Page 48
1 THE COURT: Thank you. There's nothing 2 further. This court is adjourned. 3 MR. O'KELLEY: Thank you, Your Honor. 4 (The hearing was concluded at 2:49 PM.) 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 INDEX 2 Page/Line 3 CERTIFICATE OF REPORTER 47 1 4 5 6 7 REQUESTED INFORMATION INDEX 8 9 10 (No Information Requested) 11 12 13 14 EXHIBITS 15 16 Page/Line 17 PLF. EXH. 1, Notice of hearing 4 1 18 PLF. EXH. 2, Motion to 4 3 19 reconsider the order of this 20 Court dated August 29, 2013 21 PLF. EXH. 3, Letter dated 4 6 22 October 21, 2014 from G. 23 Hamlin O'Kelley, III and the 24 order granting the plaintiff's 25 motion for summary judgment
Page 47	Page 49
1 CERTIFICATE OF REPORTER 2 3 I, Kelly A. Ball, Court Reporter and 4 Notary Public for the State of South Carolina at 5 Large, do hereby certify that the foregoing transcript 6 is a true, accurate, and complete record. 7 I further certify that I am neither 8 related to nor counsel for any party to the cause 9 pending or interested in the events thereof. 10 Witness my hand, I have hereunto affixed 11 my official seal this 5th day of January, 2015 at 12 Charleston, Charleston County, South Carolina. 13 14 15 16 17 18 19 20 21 22 23 Kelly A. Ball 24 My Commission expires 25 November 19, 2017	1 upon the motion to reconsider 2 PLF. EXH. 4, Letter dated 4 11 3 October 28, 2014 from G. 4 Hamlin O'Kelley, III 5 PLF. EXH. 5, Letter dated 4 14 6 November 13, 2014 from G. 7 Hamlin O'Kelley, III 8 PLF. EXH. 6, Letter dated 4 17 9 December 2, 2014 from G. 10 Hamlin O'Kelley, III 11 PLF. EXH. 7, Last will and 4 20 12 testament of Willie Gelzer 13 Weekley 14 15 16 17 18 19 20 21 22 23 24 25

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF HAMPTON) CASE NO.: 2013-CP-25-00295

ESTATE OF WILLIE WEEKLEY,)
)
APPELLANT,)
)
v.) TRANSCRIPT OF RECORD
)
L. C. WEEKLEY, ET AL,)
)
RESPONDENTS.)
)

JUNE 15TH, 2015
HAMPTON COUNTY COURTHOUSE
HAMPTON, SOUTH CAROLINA
BEFORE THE HONORABLE PERRY M. BUCKNER, III, JUDGE.

APPEARANCES:

MS. KELLY M. JOLLEY, ESQUIRE
Attorney for the Appellant

MR. GEORGE HAMLIN O'KELLEY, III, ESQUIRE
Attorney for the Respondent

Rebecca H. Hill
Official Court Reporter

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EXHIBITS

NONE.

1 THE COURT: The first matter for hearing is number six
2 and sixty-six, 2013 at 295. The Estate of Willie Weekley,
3 Appellant, v. L. C. Weekley, et al, and there are numerous
4 defendants. This is, as I understand it, an appeal from
5 Probate Court, and I'd ask that counsel identify themselves
6 and who they represent, beginning with counsel for the
7 moving party.

8 MS. JOLLEY: Thank you, Your Honor. I'm Kelly Jolley.
9 I represent Laura Weekley Segal, individually, and as
10 Personal Representative of her father, William James
11 Weekley.

12 THE COURT: All right. So Ms. Weekley-Segal is Laura
13 Weekley Segal, is PR of the Estate of William James Weekley,
14 and it's also being brought in this action individually; is
15 that correct?

16 MS. JOLLEY: Yes, Your Honor.

17 THE COURT: And Ms. Jolley, you represent her in both
18 capacities?

19 MS. JOLLEY: Yes, Your Honor. And she's the Appellant.

20 THE COURT: All right. Counsel for the Respondent.

21 MR. O'KELLEY: Thank you, Your Honor. Hamlin O'Kelley
22 for the Estate of Willie G. Weekley, deceased, by and
23 through its Personal Representative, Betty Weekley Denny,
24 and we are the Respondents for the appeal and the movants of
25 the motion to dismiss the appeal, Your Honor, which is

1 motion number sixty-six, which is being heard concurrently.

2 THE COURT: All right. Ms. Jolley, my law clerk and I
3 have read your brief, even though y'all think lawyers and
4 judges don't ever read anything outside of Court. We've
5 read your briefs and my law clerk has actually written me a
6 summary; so I'm somewhat familiar with it. You've asked for
7 ten minutes. Your ten minutes begin now. Happy to hear
8 from you.

9 MS. JOLLEY: Thank you, Your Honor. Since you've read
10 the briefs, Your Honor, I would be happy to answer questions
11 instead. I can review our arguments, but ---

12 THE COURT: Why don't you tell me -- you asked me to
13 change the ruling of the Probate Court, because you think
14 it's on the wrong grounds. Basically, as I read the brief,
15 there were conditions precedent to the transfer of property
16 from this estate; do you agree, Ms. Jolley?

17 MS. JOLLEY: No, Your Honor.

18 THE COURT: What do you call them then, Ms. Jolley?

19 MS. JOLLEY: I believe Mr. Weekley, the decedent,
20 requested to transfer property of his children through his
21 ---

22 THE COURT: There was a right of refusal?

23 MS. JOLLEY: There was a right of refusal.

24 THE COURT: You don't consider that a condition
25 precedent?

1 MS. JOLLEY: No, Your Honor, because I believe the
2 transfers have already been made to this decedent.

3 THE COURT: I'm not talking about whether we're
4 shutting the barn door after the horse is out yet, Ms.
5 Jolley. I'm talking about whether or not at the time of his
6 death, he created conditions precedent on any subsequent
7 transfer of real property?

8 MS. JOLLEY: Yes, Your Honor, he did.

9 THE COURT: Okay. And there were transfers for which
10 no offer of refusal or compliance with the conditions of
11 refusal were made?

12 MS. JOLLEY: No, Your Honor.

13 THE COURT: No, Your Honor, meaning no, it didn't
14 happen, or no, Your Honor, it did?

15 MS. JOLLEY: Your Honor, transfers were made between
16 the decedent. However, my client, Ms. Segal, says that she
17 has met certain conditions of the Will.

18 THE COURT: Well, that's not what the probate judge
19 found.

20 MS. JOLLEY: Yes, Your Honor, I know.

21 THE COURT: What evidence was before the Probate Court
22 judge to indicate there was compliance, because she finds
23 none in the Order.

24 MS. JOLLEY: Actually, Your Honor, the only thing
25 before the probate judge at the time she decided the summary

1 judgment motion were the allegations of both parties. So
2 what I'm stating now is what my client pled in her answer to
3 the initial petition. There was actually no evidence ---

4 THE COURT: But she found that the transfers were null
5 and void and that the properties should be returned to the
6 Estate of W. G. Weekley for distribution pursuant to the
7 terms of the Will because there was no evidence of
8 compliance; isn't that correct, Ms. Jolley?

9 MS. JOLLEY: Yes, Your Honor.

10 THE COURT: All right. So I'm asking you now, because
11 you're appealing to me, what evidence do I have before me in
12 the record that there was compliance with the terms of the
13 testator's wishes?

14 MS. JOLLEY: There is no evidence in the record that
15 the transfer was made in compliance. There is also no
16 evidence in the record that they were not.

17 THE COURT: There's an affidavit that the Probate Court
18 relied upon; is that correct?

19 MS. JOLLEY: Yes, Your Honor, by my client.

20 THE COURT: Tell me why you think the Probate Court
21 erred then. What is the error that you believe the Probate
22 Court made that I should send this matter to Probate Court
23 for?

24 MS. JOLLEY: Actually, Your Honor, I believe the matter
25 should go back to the Circuit Court, so that there can be

1 full ---

2 THE COURT: We're in Circuit Court.

3 MS. JOLLEY: Yes, Your Honor, I know. The Probate
4 Court actually removed the entire matter, excepting this
5 motion, to the Circuit Court during her first Order in
6 August of 2013. I think this case should go through full
7 discovery. My client answered the petition and requested a
8 jury trial, and subsequently sent discovery requests to the
9 other side. Those discovery requests were answered only
10 after this motion was filed, meaning the motion for summary
11 judgment and right before the hearing. So although this
12 case has been pending for 10 years -- sorry, for five years
13 --- it's been a long time, from 2007, Your Honor.

14 THE COURT: Well, actually ---

15 MS. JOLLEY: So although ---

16 THE COURT: Hold on a second. Slow down a second. I
17 realize you have a time limit, but I want to make sure what
18 you're telling me. How old are the conveyances that are the
19 subject matter of the appeal?

20 MS. JOLLEY: They are more than 10 years old, Your
21 Honor. Let's see, the conveyances at issue occurred seven
22 to ten years prior to the Respondent's appointment as
23 personal representative. They occurred when there were three
24 other personal representatives in place and they were all
25 made part of the public record before 2001, Your Honor.

1 THE COURT: So this matter, I'm talking about the
2 litigation itself, but this matter has gone in excess of 10
3 years?

4 MS. JOLLEY: Yes, Your Honor.

5 THE COURT: Basically, what we're dealing with Ms.
6 Jolley is that at the time of the testator's death, he had a
7 Will. In that Will, he devised to a number of people, I
8 believe there were 10?

9 MS. JOLLEY: A few left, Your Honor, but a good many.

10 THE COURT: And he put a condition on any transfer of
11 their share on the right that they would have to offer it to
12 the other enumerated members of the family before
13 transferring the property; do we agree on that?

14 MS. JOLLEY: Yes, Your Honor.

15 THE COURT: The Probate Court had before the Court an
16 affidavit. In that affidavit she used to rule, and ruled
17 that conveyances of certain interested that did not comply
18 with the terms of the Will should be returned to the estate.

19 MS. JOLLEY: Yes, Your Honor.

20 THE COURT: Now, I asked you what error you think the
21 Probate Court made and you went into, "Well, I want
22 discovery. And I didn't get discovery until after our
23 summary judgment motion." What error do you think the
24 probate judge made?

25 MS. JOLLEY: I think she erred in granting summary

1 judgment to the respondent without any evidence in the
2 record to support ---

3 THE COURT: Well, you will concede there was an
4 affidavit?

5 MS. JOLLEY: Yes, Your Honor.

6 THE COURT: And an affidavit can be evidence, can't it,
7 counsel?

8 MS. JOLLEY: I can. But the affidavit didn't address
9 that issue, Your Honor.

10 THE COURT: All right. Anything else you want to tell
11 me?

12 MS. JOLLEY: Yes, Your Honor. I also believe that the
13 Probate Court erred in not addressing any of the affirmative
14 defenses in her Order of February 6th of this year. In her
15 previous Order, she had addressed those defenses and found,
16 in fact, that the Respondent and the other parties of the
17 transaction were aware of those transactions and did not
18 timely object. She did not address ---

19 THE COURT: So your argument is one of laches?

20 MS. JOLLEY: Laches and estoppel, Your Honor.

21 THE COURT: Anything else you want to tell me?

22 MS. JOLLEY: No, Your Honor. Everything else is in our
23 brief.

24 THE COURT: Thank you, very much. All right, Mr.
25 O'Kelley.

1 MR. O'KELLEY: Thank you, Your Honor. May it please
2 the Court. Much like Ms. Jolley, you've got our briefs,
3 you've got our arguments. I'm happy to answer the Court's
4 questions. But Your Honor, the Court's questioning of Ms.
5 Jolley is seeing things the way we were seeing them, but
6 Judge Odom took a lot of time with this case, Your Honor.

7 Mr. Weekley has been dead since 1983. His estate was
8 opened soon after that. My client, Ms. Denny, is now 82
9 years old. She began marshaling the assets of her father's
10 estate when Ms. Segal's father died. He was one of the
11 personal representatives. He was in charge of this estate.
12 He died and no one knew what to do with the estate. Ms.
13 Denny then came to Probate Court in Hampton County. She
14 lives in Barwick, Georgia, to try and figure out what to do
15 with the family farm.

16 In marshaling the estate, she came to our firm and
17 said, "I need to figure out what's there," and a title
18 abstract was done and the title abstract revealed these
19 transfers. So then the petition was filed to overturn the
20 transfers.

21 Everyone either defaulted or consented to what the
22 relief Ms. Denny was seeking, the relief she just got from
23 Judge Odom, except for Ms. Segal. And in reply to our
24 motion for summary judgment, which was first heard by Judge
25 Odom in October of 2010, Your Honor, and I think that's

1 important to know, because Judge Odom has actually been
2 studying this case, studying our motion, studying the Will,
3 studying the evidence presented to her for five years. And
4 in the affidavit presented by Ms. Segal, she did not say
5 where there was compliance with her grandfather's Will, and
6 it's important to note that her then counsel at the time
7 stated this on the record. And this is from the transcript
8 that Your Honor has before you, pages 21 to 22.

9 "So as Your Honor will recognize, okay, maybe the
10 original transfers were not in technical compliance with the
11 Will, very often Wills can't be followed." Judge Odom
12 looked at the most important thing anyone has to look at
13 when construing a Will, testative intent. So she reviewed
14 it ad nauseum. She spent over 13 hours of time outside of
15 the Court looking at this and there was nothing anyone could
16 point to that showed one speck of evidence, not even less
17 than a mere scintilla, to show there was a question of fact
18 that the Will was complied with in any way.

19 We also have a motion to dismiss this appeal, Your
20 Honor, based on non-service. We were never served with the
21 notice of appeal, which is in front of you. And I don't
22 know if you've got it, Your Honor, but the original notice
23 of appeal is here. There is a certificate of service that
24 shows that everything was sent to our office in Mt.
25 Pleasant. It says Buist, Byars & Taylor, 652 Coleman

1 Boulevard, Suite 200, Charleston, SC. We're in Mt.
2 Pleasant, but we never got served with this appeal. The
3 first notice I got of it was Ms. Jolley's notice of
4 appearance after Mr. Carter was suspended from practicing
5 law; so we've got that motion pending as well.

6 THE COURT: What's your zip code?

7 MR. O'KELLEY: 29464.

8 THE COURT: So the zip code is correct; the city is
9 wrong.

10 MR. O'KELLEY: Correct. And we never received
11 anything. So that's the basis for our arguing that this
12 appeal was not timely filed under 62-1-308. There are no
13 cases, really, on point, Your Honor. There's one case, it's
14 called In Re: The Estate of Cretzmeyer. (615 S.E. 2d, 116).
15 I've got a copy to hand up to the Court involving an appeal
16 not being dismissed because there was no proof in the
17 clerk's office that it had been filed. It's not really on
18 point, but that's all I could find to give some guidance to
19 the Court.

20 Your Honor, I think it's important to note that if this
21 appeal is granted, we go back downstairs; Judge Odom will
22 hear it again. If the appeal is denied, this matter has
23 already been referred to Circuit Court, well, bumped
24 upstairs to Circuit Court by Judge Odom, for final
25 disposition and determination of how the shares should work,

1 who gets what, how the property should be divided. Judge
2 Odom thinks it's too big of a task for the Probate Court and
3 needs a circuit court judge to monitor that.

4 It's interesting to note that according to the Will,
5 Ms. Jolley's client will still have the biggest benefit.
6 She is her father's PR. She steps into her father's shoes
7 under his will. And she's going to get the most shares
8 under the grandfather's Will. So I'm not really sure why
9 we're fighting this -- why she's fighting this so tooth and
10 nail, when the only two remaining children of Ms. Segal's
11 grandfather are 94 and 82, respectively, and have been
12 dealing with this estate since 1983.

13 It's our position that Judge Odom got it right. She
14 took her time, she studied it. And as Your Honor asked,
15 there is absolutely no evidence that the mechanisms in the
16 Will were complied with for each of these transfers.

17 THE COURT: Thank you.

18 MR. O'KELLEY: Yes, sir.

19 THE COURT: All right. Counsel, I'm going to ask you
20 to both submit proposed Orders to me. You can address them
21 to me at P.O. Drawer 470, Walterboro, 29488. Please copy
22 opposing counsel on your transmittal of the proposed Order.
23 Please include a self-addressed, stamped envelope with
24 sufficient postage affixed thereto. Mr. O'Kelley, Ms.
25 Jolley, do not send me a 25-page Order and send me an

1 envelope with one stamp on it. I have to pay my own
2 postage. And don't give me, "My paralegal did it." You're
3 the attorney of record. You ought to be able to determine
4 what postage is sufficient.

5 If you want to e-mail me your proposed Orders to comply
6 with my time deadline, which is seven days from today, you
7 can e-mail me at pbucknerj@sccourts.org. My law clerk's e-
8 mail address is pbucknerlc@sccourts.org. I will expect your
9 proposed Orders on my desk within seven days of today,
10 either by United States mail or e-mail. I will expect your
11 envelopes with sufficient postage attached thereto to be on
12 my desk within seven days from today. Any questions about
13 the proposed Order procedure from counsel for the Appellant?

14 MS. JOLLEY: No, Your Honor.

15 THE COURT: Counsel for the Respondent?

16 MR. O'KELLEY: No questions, Your Honor.

17 THE COURT: I look forward to getting your proposed
18 Orders. I am keeping with me for the record, Becky, he
19 handed me during the argument 615 S.E. 2d, 116. He handed
20 me a certificate of service signed by Stephen Carter, as the
21 attorney for the Appellant, with no date on it.

22 MS. JOLLEY: Your Honor, that's the third page of the
23 document. It was all attached to the pleadings. It's the
24 third page.

25 THE COURT: Well, the certificate of service has no

1 date on it. And he handed me a civil cover sheet, which was
2 filed February 12th, 2015, also signed by Stephen Carter.

3 I look forward to getting your proposed Orders. Thank
4 you very much.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON) CERTIFICATE

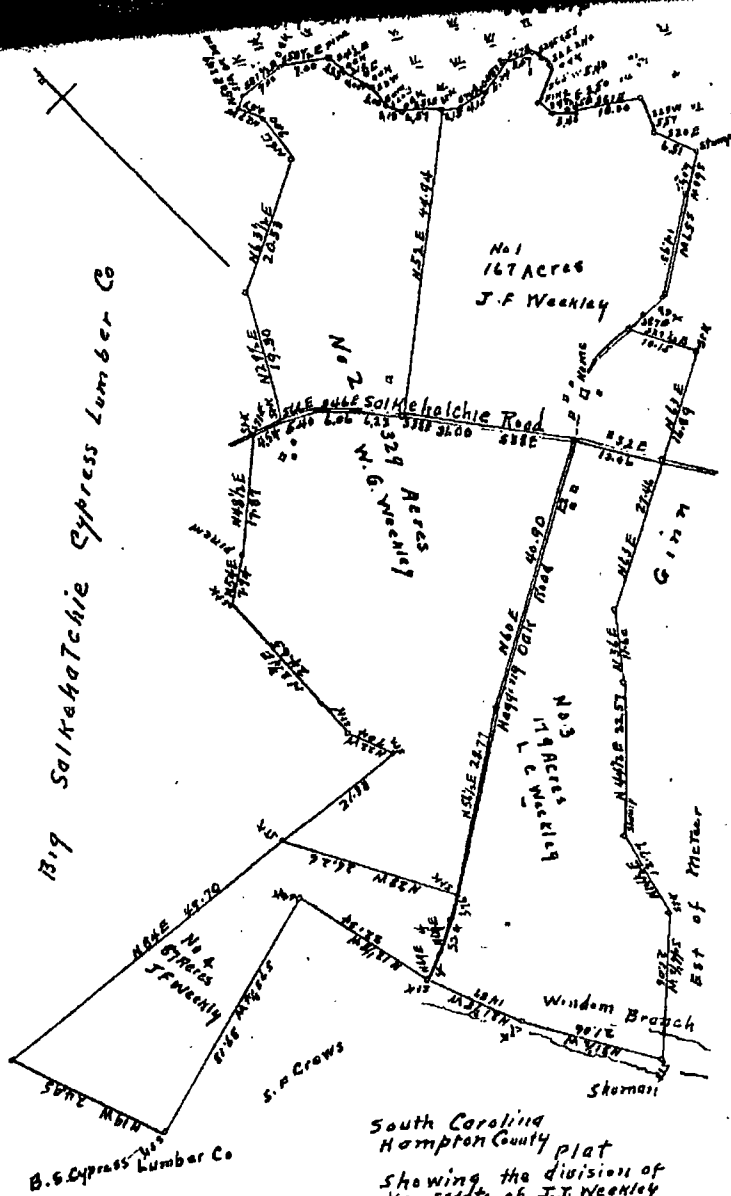
I, REBECCA H. HILL, Official Court Reporter for the
Judicial Department of the State of South Carolina, do
hereby certify that the foregoing is a true, accurate and
complete Transcript of Record of the proceedings had in the
hearing of the captioned case, in the Court of General
Sessions for Hampton County, South Carolina, on the 15th day
of June 2015.

I do further certify that I am neither of kin, counsel,
nor interest to any party hereto.

August 21, 2015

Rebecca H. Hill

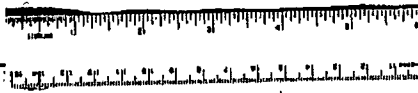
Rebecca H. Hill,
Official Court Reporter



South Carolina
Hampton County plat

Showing the division of
the estate of J.F. Weekley
No. 1 to J.F. Weekley 167 Acres
No. 2 to W.G. Weekley 329 Acres
No. 3 to L.C. Weekley 179 Acres
No. 4 to J.F. Weekley 87 Acres
Survey Completed Dec. 17, 1939
W.H. Milley
SURV.

1 inch = 100 feet



Recorded Jan 23, 1939 11:00 am
B.T. Plunkett, C.C.P.
Delivered to W.G. Weekley

3/135

135

135

ASSESSOR'S OFFICE
TN 2010-0720
DATE 10-5-10 CLERK RB

Instrument Book Page
201000001688 366 297

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON) PROBATE COURT

201000001688
Filed for Record in
HAMPTON COUNTY SC
MYLINDA NETTLES, COUNTY CLERK
10-04-2010 At 02:43 pm.
D-DEED DIST 10.00
Book 366 Page 297 - 299

IN THE MATTER OF: WILLIE GELZER WEEKLEY

CASE NUMBER: 5992

201000001688
BUIST BYARS & TAYLOR LLC
652 COLEMAN BLVD
MT PLEASANT SC 29464

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 6th Day of November, 1977,
and,

WHEREAS, The estate of the decedent is being administered in the Probate Court for
Hampton County in Case Number 5992.

WHEREAS, The Grantees herein are either beneficiaries or heirs at law, as appropriate,
of the decedent, and

WHEREAS, The undersigned Personal Representative is the duly appointed and
qualified fiduciary in this matter,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the
Personal Representative Betty W. Denney has granted, bargained, sold and released, and by
these Presents does grant, bargain, sell and release all her right, title and interest in and to the
following described property, to-wit:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION OF PROPERTY

Name: Betty W. Denney 50%
Address: P.O. Box 96
Barwick, GA 31720

Name: Margaret W. Shinar 50%
Address: 712 Garland Circle, Apt. D
Kalamazoo, MI 49008

TOGETHER with all and singular, the Rights, Members, Hereditaments and
Appurtenances to the said Premises/Property belonging or in anywise incident or appertaining

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said
Grantees Betty W. Denney and Margaret W. Shinar, their heirs and assigns forever.

RECORDED THIS 5 DAY
OF October 20 10
IN BOOK 7 PAGE 200
James Hill Williams
AUDITOR HAMPTON COUNTY, S.C.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed.

Dated this 28 day of Sept, 2010

Estate of: WILLIE GELZER WEEKLEY

Notary Public

Signature: Betty W. Denney

Becky Jo Reyes

Betty W. Denney

Personal Representative

Thomas County

State of Georgia

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]

First Witness

Sallie Aburgess

Second Witness

STATE OF GEORGIA)

COUNTY OF Thomas)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 28 day of Sept 20 by
Betty W. Denney

Notary Public

[Signature]

Becky Jo Reyes

Notary Public for the State of Georgia

My Commission Expires: 5/12/12

Thomas County

BELOW, PLEASE SPECIFY THE EXACT NAME AND ADDRESS
OF THE PERSON TO WHOM TAX BILL SHALL BE SENT:

NAME: Betty W. Denney

ADDRESS: P.O. Box 96

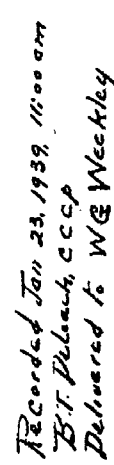
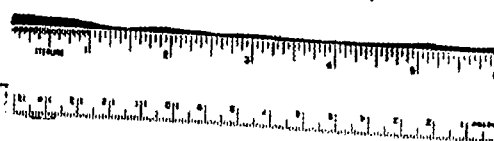
Barwick, GA 31720

EXHIBIT A

ALL that certain piece, parcel or tract of land, together with improvements thereon, if any, being in the State of South Carolina, County of shown as "Parcel A 31.24 acres and Parcel B 8.76 acres" on that certain plat entitled "PLAT PREPARED AT THE REQUEST OF ESTATE OF W.J. WEEKLEY A BOUNDARY SURVEY OF A PORTION OF TAX MAP #170-00-00-014, SALKEHATCHIE ROAD, NORTH EAST OF CUMMINGS, HAMPTON COUNTY, SOUTH CAROLINA" by Thomas G. Stanley, Jr., PLS #18269," dated December 8, 2009, and recorded in the Register's Office for Hampton County in Book 132 at Page 4 on August 12, 2010. Said tracts is shown on the above mentioned plat as having 31.24 acres. and 8.76 acres and having such dimensions, buttings and boundings as will be shown more fully by reference to the above mentioned plat.

This being the same property described in the Willie Gelzer Weekley , deceased, who died on November 6, 1977, as will more fully appear by reference to Case No. 5992 in the Office of the Probate Court for Hampton County and known as forty (40) acres east and west of Salkehatchie Road.

TMS NO. 170-00-00-014 (Portion)


$$10043 = 81 \text{ nct}$$


THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

The Honorable Perry M. Buckner, III, Circuit Court Judge

Civil Action No. 2015-001721

Estate Of Willie G. Weekley, Deceased, By Its Personal
Representative, Betty W. Denney,.....Respondent,

v.

L.C. Weekley, Laura Weekley Segel, Individually and as
Personal Representative of the Estate Of William James Weekley,
Deceased, Peter Saad as Personal Representative of Mary Elizabeth
Weekley Saad, Deceased, and as Trustee of the Mary Elizabeth
Saad Trust,

Of whom Laura Weekley Segel, Individually And As Personal
Representative Of The Estate Of William James Weekley, Deceased,
is the.....Appellant.

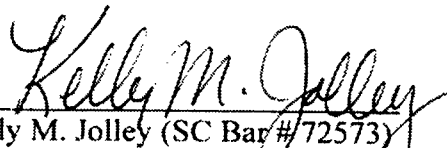
CERTIFICATE OF COUNSEL

I, Kelly M. Jolley, hereby certify that the Record on Appeal contains all material
proposed to be included by any of the parties and not any other material.

JOLLEY LAW GROUP, LLC

January 29, 2016

By:


Kelly M. Jolley (SC Bar #72573)
Michael C. Cerrati (SC Bar # 78041)
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Hilton Head Island, SC 29935
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(877) 513-3444 fax
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