

22993

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL from Court of Common Pleas of CHARLESTON COUNTY

J.C. Nicholson, Circuit Court Judge

CASE NO. 2014-CP-10-5355
Appellate Case No. 2016-000748

In Re: Estate of Norman R. Knight, Jr., (deceased), Estate of Mildred C. Knight, (deceased), and
Norman Robert 'Bobby' Knight, III, Appellants,

v.

Beatrice E. Whitten, as a special administrator, and Chloe Knight-Tonney, Claimant,
Respondents.

RECORD ON APPEAL

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2014-CP-10-5355

In Re Estate of Norman R. Knight, Jr. et al.

Beatrice E. Whitten and Chloe Knight-Tonney

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: Plaintiffs' Motion for a New Trial or to Alter or Amend Judgment filed on February 8, 2016 is respectfully denied without a rehearing.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
If applicable, describe the property, including tax map information and address, referenced in the order: N/A		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2117
Judge Code

3/14/16
Date

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2014-CP-10-5355

Norman Robert Knight, Jr. et al

Beatrice A. Whitten

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

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

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: This matter came before this Court on Plaintiff's Motion for Appeal, filed on June 23, 2016 and argued before this Court on November 9, 2015. Upon review, Plaintiff's motion for appeal is **denied**.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX

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Circuit Court Judge

2117
Judge Code

Date

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2014-CP-10-5355

Norman Robert Knight, Jr.
PLAINTIFF(S)

Beatrice A. Whitten
DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

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- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
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- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: This matter came before this Court on November 9, 2015. Plaintiff's Motion to Declare Complex Case filed on September 14, 2015 is **denied**. Plaintiff's Motion to Supplement the Record on Appeal filed on September 3, 2015 is **granted** for the inclusion of written closing arguments submitted to the Court below. Plaintiff's Motion to Strike filed on December 12, 2014 is **denied**.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk:

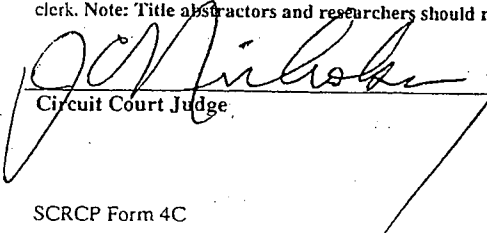
INFORMATION FOR THE PUBLIC INDEX

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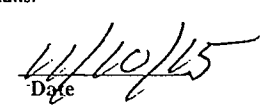
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N/A		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
N/A

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


Circuit Court Judge

2117
Judge Code


Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) IN THE PROBATE COURT
CASE NO. 2008ES1000409 (Charleston)
CASE NO. 2012ES0700998 (Beaufort)

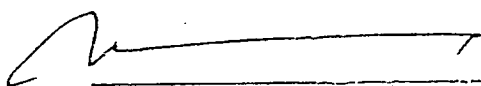
IN THE MATTER OF ESTATE OF)
NORMAN ROBERT KNIGHT, JR.) ORDER DENYING MOTION
) FOR NEW TRIAL AND TO ALTER
) OR AMEND JUDGMENT

This matter came before the Court on the Motion for New Trial and to Alter or Amend Judgment ("Motion"), filed on behalf of Judy Brown, as Personal Representative of the Estate of Mildred C. Knight, and Norman R. Knight, III, by their attorney, J. Seth Whipper, Esquire, on July 28, 2014. The Motion addresses two judgments of this Court: the Order of Judgment Allowing Claim of Chloe Tonney and the Order of Judgment Dismissing Complaint for Removal of Personal Representative, both Orders having been entered on July 11, 2014.

After receipt of the Motion, the Court notified all counsel, by letter of July 31, 2014, that the Motion would be determined on written briefs of the parties, without oral argument, and briefs were timely filed thereafter by each counsel.

Having carefully reviewed and considered the Motion, the arguments submitted, the record, and the applicable law, I find no reason to grant a new trial in the matter, nor to alter or amend the subject Orders of Judgment in any way. Accordingly, the Motion is denied.

AND IT IS SO ORDERED:



Kenneth E. Fulp, Jr., Judge
Beaufort County Probate Court

Beaufort, South Carolina

August 21, 2014

2014 AUG 21 PM 3:45
PROBATE COURT
BEAUFORT COUNTY, SC

FILED

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

) IN THE PROBATE COURT

) CASE NO. 2008ES1000409 (Charleston)

) CASE NO. 2012ES0700998 (Beaufort)

IN THE MATTER OF ESTATE OF
NORMAN ROBERT KNIGHT, JR.

) ORDER DENYING MOTION
) FOR RELIEF FROM JUDGMENT
) UNDER RULE 60(b)(1), SCRCP

This matter came before the Court on the Motion for Relief from Judgment under Rule 60(b)(1), filed on behalf of Judy Brown, as Personal Representative of the Estate of Mildred C. Knight, and Norman R. Knight, III, by their attorney, J. Seth Whipper, Esquire, on July 14, 2014. The movants request relief from this Court's Order of July 29, 2013, on the ground of mistake of fact regarding the filing date of Chloe Tonney's claim.

After receipt of the Motion, the Court notified all counsel, by letter of July 24, 2014, that the Motion would be determined on written briefs of the parties, without oral argument, and briefs were timely filed thereafter by each counsel.

Having carefully reviewed and considered the Motion, the arguments submitted, the record, and the applicable law, I find no mistake of fact as asserted in the Motion. Accordingly, the Motion for Relief from Judgment is denied.

AND IT IS SO ORDERED.


Kenneth E. Fulp, Jr., Judge
Beaufort County Probate Court

Beaufort, South Carolina

August 15, 2014

FILED
2014 AUG 15 PM 3:54
PROBATE COURT
BEAUFORT COUNTY, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE PROBATE COURT
CASE NO. 2008ES1000409 (Charleston)
CASE NO. 2012ES0700998 (Beaufort)

IN THE MATTER OF ESTATE OF)
NORMAN ROBERT KNIGHT, JR.)
_____)

ORDER OF JUDGMENT
ALLOWING CLAIM

Hearing Dates:
Presiding Judge:
Petitioner Chloe Toney's Attorney:
Respondent Norman Robert
Knight, III's Attorney:
Special Administrator:

March 31, 2014 and April 28, 2014
Kenneth E. Fulp, Jr.
C. Mac Gibson, Jr.

J. Seth Whipper
Beatrice E. Whitten

FILED

JUL 11 2014

PROBATE COURT
BEAUFORT COUNTY, SC

THIS MATTER came before this Court on March 31, 2014 and April 28, 2014, on Chloe Toney's Petition for Allowance of Claim against the Estate of Norman Robert Knight, Jr. ("Mr. Knight's Estate"), and Norman Robert Knight, III's Amended Complaint for removal of the Special Administrator. This Order renders judgment on the Petition for Allowance of Claim.

Present at the hearings were Chloe Tonney ("Tonney"), Norman Robert Knight, III, their respective attorneys, and the Special Administrator.

Based on the parties' pleadings, the record, the testimony of the witnesses and other admissible evidence, the arguments of counsel, and the applicable law, this Court makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. All interested parties were served with proper notice of the hearings.
2. Charleston County Probate Court issued an Order dated August 25, 2005, appointing Walter Kaufmann ("Kaufmann") as Guardian and Family Services, Inc. as the Conservator for Norman Robert Knight, Jr. ("Mr. Knight"), an incapacitated person.

3. The Honorable Tamara Curry, Associate Judge for Charleston County Probate Court, issued an emergency Order dated January 31, 2006, which authorized Kaufmann, as Guardian to take physical and legal custody of Mr. Knight. With the assistance of the City of North Charleston police department, Kaufmann removed Mr. Knight from his primary residence and placed him at Savannah House, an assisted living facility. Several months later, Kaufmann and the management of Savannah House determined that Mr. Knight needed extensive and full time care, so Mr. Knight was transferred to the Bishop Gadsden nursing facility.

4. Mr. Knight died on March 11, 2008 in Charleston County, South Carolina.

5. The first notice to creditors was published in a local newspaper on May 21, 2008.

6. On July 30, 2008, the Honorable Irvin G. Condon, Probate Judge for Charleston County, and the Honorable Tamara C. Curry, Associate Judge for Charleston County Probate Court, submitted a request to South Carolina Court Administration for recusal from all pending and subsequent matters relating to Mr. Knight's Estate.

7. On August 5, 2008, South Carolina Court Administration issued an Order of the Chief Justice of The Supreme Court of South Carolina appointing the Honorable Mary Blunt, Probate Judge for Dorchester County, as special probate court judge for Charleston County in this matter.

8. Judge Blunt appointed Beatrice Whitten as Special Administrator of Mr. Knight's Estate, by Order issued on December 15, 2008.

9. Tonney filed a creditor's claim against Mr. Knight's Estate on January 20, 2009. Tonney sought reimbursement for expenses which she incurred for her father, Mr. Knight. The expenses included food, clothes, personal items, payments to Bishop Gadsden, furniture, legal fees, a payment to Family Services, Inc., and moving expenses in the amount of \$61,249.46. At the conclusion of trial, Tonney reduced her claim to the sum of \$26,733.27 plus interest.

10. After several years of litigation and appeals, South Carolina Court Administration issued an Order of the Chief Justice on November 28, 2012, appointing the Kenneth E. Fulp, Jr., Probate Judge for Beaufort County, as special probate court judge for Charleston County for Mr. Knight's Estate case.

11. This Court issued an Order dated July 29, 2013, ruling that Tonney had timely presented her creditor's claim against Mr. Knight's Estate and, after disallowance by the Special Administrator, had timely and properly commenced this proceeding for allowance of her claim.

12. At the time Kaufmann removed Mr. Knight from his primary residence to the Savannah House assisted living facility, Kaufmann did not take any of Mr. Knight's clothes, bed, or furniture due to the emergency nature of the removal. The rooms at the Savannah House assisted living facility had no furniture. The management at Savannah House permitted Mr. Knight to borrow a bed until a new bed could be procured.

13. Tonney talked with Kaufmann and Iris Albright ("Albright"), a representative of Family Services, Inc., the Conservator, about assisting her father in terms of purchasing clothes, furniture, and food. Kaufmann and Albright testified that they were in agreement for Tonney to purchase food, clothes, and furniture for her father with the expectation that she would be reimbursed. Tonney's expectation was confirmed in her letter to Albright dated March 15, 2006.

14. Tonney presented receipts from various stores for clothes, food, personal items, and furniture as follows:

Walgreens	\$ 220.10
Dillards	\$ 477.66
Harris Teeter	\$ 132.75
Sears	\$ 209.35
Citadel	\$ 260.93
Bombay	\$ 179.00
Wal-Mart	\$ 208.42
Tuesdays	\$ 59.60

Best Buy	\$ 320.99
Parisian	\$ 26.74
Stuckey Brothers	\$ 5,060.48

15. Kaufmann and Albright testified such purchases were for the benefit of Mr. Knight at the times he resided at Savannah House and Bishop Gadsden. The testimony of Kaufmann and Albright is found to be highly credible.

16. The Citadel print in the amount of \$260.93 was not reasonably necessary for Mr. Knight's maintenance and is not allowed.

17. Tonney purchased a television from Wal-Mart in the amount of \$248.00 for Mr. Knight. Prior to trial, Tonney withdrew the claim for the television. Sales tax attributable to the purchase was not deducted from the amount of the Wal-Mart expenditures claimed above (\$208.42), and the amount of such sales tax, viz., \$16.12, is disallowed.

18. Tonney bought a recliner chair for \$1,777.49 and a desk for \$658.00 from Stuckey Brothers for Mr. Knight. Such recliner chair and desk exceeded that which was reasonably necessary for Mr. Knight's support and comfort, particularly in view of the other table, desk, and chair purchases which are allowable. Consequently, the \$2,435.49 sum Tonney spent for the purchase of the recliner chair and desk from Stuckey Brothers (which was included in total claimed above for Stuckey Brothers expenditures) is disallowed.

19. Mildred Knight commenced an action for maintenance and support in the Charleston County Family Court in November, 2006. In the action, Mrs. Knight sought additional financial support from Mr. Knight.

20. Tonney discussed with Kaufmann and Albright the need for Mr. Knight to have legal representation to protect his assets. In a letter to Albright, dated October 24, 2007, Tonney

confirmed her payment of Attorney Thad Vincent's fees to represent Mr. Knight in the family court action with the proviso she considered the payment a loan to Mr. Knight.

21. Thad Vincent issued a letter to Tonney dated November 6, 2006, confirming his agreement to represent Mr. Knight and that Tonney would be responsible for all charges not paid by Family Services, the Conservator for Mr. Knight.

22. Tonney presented invoices from Vincent Law Firm totaling \$6,091.09, for services rendered and costs incurred in representing Mr. Knight. Tonney paid all invoices out of her own funds, and presented proper documentation for such expenditures, which was admitted in evidence. There is no evidence Tonney used any of Mr. Knight's funds to pay Vincent's invoices. Further, Albright testified that Tonney did not have access to her father's funds or her father's other assets.

23. This Court issued an Order dated December 23, 2013, that required Tonney to provide unredacted copies of Vincent's invoices to Respondent's attorney. Two of the Vincent invoices presented by Tonney at trial -- the invoices dated March 17, 2007 and October 15, 2007 -- showed redaction of the description of services in two line items. Because the redacted content had not been provided, as ordered, the charges for those line items, \$21.20 and \$106.00, respectively, are disallowed.

24. During the pendency of the family court action, Thad Vincent retired from the practice of law. Tonney, Kaufmann, and Albright determined Mr. Knight needed another attorney in the family court action. Attorney Mary Ann Hall was retained for that purpose, and Tonney paid a retainer in the amount of \$5,000 to Hall. Mr. Knight died before the conclusion of the family court action; therefore, Mary Ann Hall returned to Tonney the unearned balance of the retainer in the amount of \$1,808.03.

25. Tonney and Albright testified that, when Mr. Knight was transferred to the Bishop Gadsden nursing facility in 2007, they had agreed that if Mr. Knight's available funds were not sufficient to currently pay the monthly charges at Bishop Gadsden, then Tonney would pay the difference.

26. Tonney presented a monthly statement dated October 31, 2007, from Bishop Gadsden in the amount of \$13,306.71. Tonney paid a sum of \$2,000 towards the balance by check drawn on her and her husband's personal checking account.

27. Tonney presented an invoice with a statement date December 31, 2007 from Bishop Gadsden. The total invoice was \$6,708.50, of which Family Services, Inc., as Conservator for Mr. Knight, paid \$3,100.00, and Tonney paid the balance of \$3,608.50, by check drawn on her and her husband's checking account.

28. Family Services, as Conservator, paid \$3,300.00 to Bishop Gadsden for the invoice dated January 31, 2008. Tonney paid the \$3,277.89 balance of the invoice by check drawn on her and her husband's personal checking account.

29. Tonney wrote on each of the checks to Bishop Gadsden that each payment was a loan to "NRK Jr." Tonney paid a total sum of \$8,886.39 to Bishop Gadsden on behalf of Mr. Knight.

30. Tonney issued a personal check in the amount of \$1,000.00 to Family Services on May 29, 2007, after Albright informed Tonney that Mr. Knight did not have sufficient funds in the conservatorship account to cover his expenses. Tonney made a notation on the check "care expenses."

31. Tonney paid Larry Collins, owner of Collins Office Supply, Inc., to move Mr. Knight's furniture and bed from Savannah House assisted living to Bishop Gadsden nursing

facility. Tonney presented a check made payable to Larry Collins in the amount of \$150.00, and such check account was in her and her husband's name. Tonney wrote "moving exp.- NRK, Jr." on that check.

32. After Mr. Knight's death, Tonney paid Collins Office Supply, Inc. the sum of \$279.00 to move Mr. Knight's furniture and items out of Bishop Gadsden to a storage unit. The payment was made from her and her husband's checking account with the notation "NRK, Jr. BG moving expenses."

33. Albright testified that, as Conservator, she had marshaled credit cards and other accounts owned by Mr. Knight, and Tonney did not at any time use her father's income or assets to pay his expenses.

34. The allowable expenditures claimed by Tonney, as provided above, total \$23,914.73.

CONCLUSIONS OF LAW

1. This Court has proper jurisdiction over the subject matters and the parties hereto, and proper notice of all proceedings has been given.

2. The South Carolina Probate Code defines "claims" to include, "in respect to estates of decedents and protected persons . . . liabilities of the decedent or protected person whether arising in contract, in tort, or otherwise, and liabilities of the estate which arise at or after the death of the decedent or after the appointment of a conservator" S.C. Code Ann. § 62-1-201(4) (Supp. 2013). "[C]laims against a decedent's estate include all claims 'whether due or to become due, absolute or contingent, liquidated or unliquidated, founded on contract, tort, or other legal basis.' " *Matter of Margaret Dever Hover Gurnham a/k/a Margaret D. Hover, Beach First National Bank v. The Estate of Margaret Dever Hover Gurnham a/k/a Margaret D. Hover, and/or Brian Hover*, 407 S.C. 194, 203, 754 S.E. 2d 875, 880 (2014).

3. “ ‘Broadly speaking, all claims against the decedent should be presented for allowance, and the word “claims” included such debts or demands as existed against the decedent in his or her lifetime and that might have been enforced against him or her by personal actions for the recovery of money.’ 34 C.J.S. *Executors & Administrators* §548 (Supp. 2013) (footnotes omitted). ‘Stated another way, the term included every species of liability that the personal representative can be called on to pay out of the general funds of the estate.’ *Id.* “ ‘However, claims against an estate are not limited to obligations of the decedent that could have been enforced against him or her while living.’ *Id.*” *Matter of Gurnham*, 407 S.C. at 203-4, 754 S.E. 2d at 880.

4. Tonney proved by a preponderance of the evidence that the expenditures that she incurred for Mr. Knight, totaling \$23,914.73, were reasonable and necessary for the support, care, maintenance, and benefit of Mr. Knight before his death and the moving of Mr. Knight’s property after his death.

5. Tonney proved by a preponderance of the evidence that the expenditures she incurred for Mr. Knight were not gratuitous, but were paid from her own funds or credit, and that she expected to be reimbursed by Mr. Knight or his estate.

6. Tonney showed by the preponderance of the evidence that she made payments for Mr. Knight as loans with the expectation that she would be reimbursed.

7. The expenses that Tonney incurred fall within the definition of “claim” under S.C. *Code Ann.* § 62-1-201(4) and as set forth in *Matter of Gurnham*, cited *supra*. The expenses are the obligation of the estate which could have been enforced against Mr. Knight during his lifetime, but for his or his Conservator’s lack of access to his funds and other assets at the times

the expenses were incurred. Tonney has the right to seek reimbursement of the expenses from Mr. Knight's Estate.

8. Tonney's claim against Mr. Knight's Estate is allowable in the amount of \$23,914.73.

9. "[A]llowed claims bear interest at the legal rate . . . for the period commencing upon the later of fourteen months after the date of the decedent's death or the last date upon which the claim could have been properly presented under § 62-3-803, unless based on a contract"

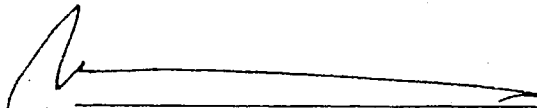
S.C. Code Ann. § 62-3-806 (Supp. 2013).

10. On the facts of this case, there being no provable contractual interest rate, Tonney is entitled to interest at the legal rate of eight and three-fourth percent (8.75%) per annum commencing May 11, 2009, fourteen months after Mr. Knight's death. *Id.*

Therefore, it is

ORDERED, ADJUDGED, AND DECREED that Tonney's claim against Mr. Knight's Estate is **ALLOWED** in the amount of \$23,914.73, with interest thereon at the rate of 8.75% per annum commencing on May 11, 2009.

AND IT IS SO ORDERED.


Kenneth E. Fulp, Jr.
(Probate Judge for Beaufort County)
Special Probate Court Judge for Charleston County

Beaufort, South Carolina

July 11, 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE PROBATE COURT
CASE NO. 2008ES1000409 (Charleston)
CASE NO. 2012ES0700998 (Beaufort)

IN THE MATTER OF ESTATE OF)
NORMAN ROBERT KNIGHT, JR.,)
)
)
Norman R. Knight, III,)
Complainant.)
_____)

ORDER OF JUDGMENT DISMISSING
COMPLAINT FOR REMOVAL OF
PERSONAL REPRESENTATIVE

FILED
JUL 11 2014
CLERK OF COURT
BEAUFORT COUNTY, SC

Complainant, Norman Robert Knight, III, brought an action to remove the court-appointed Special Administrator and have himself appointed as successor Personal Representative. Complainant's Complaint was fully heard by this Court on April 28, 2014. Complainant was present at the hearing, with his attorney, J. Seth Whipper, Esquire. Also present were Chloe Tonney and her attorney, C. Mac Gibson, Jr., Esquire, and the Special Administrator, Beatrice E. Whitten, Esquire.

Based upon the pleadings, record, testimony and documentary evidence submitted at the hearing, arguments of counsel, and applicable law, this Court makes the following findings of fact and conclusions of law:

Findings of Fact

1. All interested parties were served with notice of these proceedings and the hearing held on April 28, 2014.
2. Complainant testified that he believed himself to be qualified to serve as Personal Representative for his father's estate. However, he also admitted that he had been jailed by the Charleston County Probate Court for contempt of court after refusing to comply with that court's orders.
3. Complainant further testified that probate-related litigation involving himself, his parents and his sisters had been ongoing continuously since 2005. He had been represented by counsel in these matters since 2005.
4. Complainant testified that he sought the removal of Ms. Whitten as Special Administrator

because she refused to have direct contact with the estate heirs; she did not recover a 1995 Mitsubishi automobile that had belonged to his father; she had failed to recover annuities belonging to his father; and she had not paid the funeral bill. However, Complainant did not provide any information as to the allegedly missing annuities or any other property belonging to his late father.

5. Complainant asserted that the Special Administrator had failed to release a Lis Pendens, as ordered by this Court in July 2013. The Special Administrator testified that she had released the Lis Pendens, but could not locate the release instrument.
6. Heir Chloe Tonney stated that she supported Ms. Whitten's continuing as Special Administrator for the estate.
7. Ms. Whitten testified that she accepted the appointment as Special Administrator in 2008 on the express condition that she would communicate only with the parties' attorneys, and not directly with the parties. She produced a June 2008 letter which was sent to attorneys for all of the parties and testified that none of the recipients ever objected to this condition. She further testified that she imposed this condition because of the long history of litigation and conflict between the family members. Ms. Whitten stated that she had applied this condition evenhandedly to all parties, and had always been available to the attorneys.
8. Ms. Whitten testified that she had researched the 1995 automobile belonging to Norman R. Knight, Jr., and had determined that this vehicle had no monetary value. She further determined that the vehicle had been given to the decedent's daughter, Linda Jones, during his lifetime. No party introduced any testimony or other evidence which contradicted this information.
9. Ms. Whitten testified that all known property belonging to the decedent was transferred directly to her from his court-appointed conservator, Family Services, Inc., upon her appointment as Special Administrator. She stated that neither the conservator nor any other person or entity had ever furnished any information about additional funds or property belonging to the decedent, despite her written request for such information soon after her initial appointment.

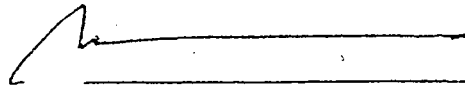
10. Ms. Whitten testified that she had not paid any debts or claims of the estate because of the undecided actions and issues which were pending before the Probate Court. She stated that no claimant ever filed a timely claim for funeral expenses in the estate. Carolina Memorial Gardens had filed a late claim which she then disallowed. This disallowance was not challenged and the claim was now legally barred.
11. Ms. Whitten testified that she had at all times performed her duties as Special Administrator to the best of her ability, being mindful of the interests of the heirs and creditors and of the fact that this is a small estate with limited assets.

Based on the above findings of fact, I make the following conclusions of law:

1. All interested parties have been provided proper notice and opportunity to be heard, as required by the relevant provisions of the South Carolina Probate Code.
2. I find that Complainant has failed to show, by a preponderance of the evidence, cause for the removal of the Special Administrator under South Carolina Code Section 62-3-611. Petitioner's request to remove the Special Administrator should therefore be dismissed.
3. I find that continuation of Ms. Whitten's appointment appears to be in the best interest of the estate.
4. Cause having not been shown for removal of the Special Administrator, and her continued appointment being in the best interests of the estate, Complainant's request for appointment is denied.

It is therefore ORDERED that Complainant's Amended Complaint for Removal is hereby dismissed, with prejudice, and the Special Administrator's appointment will remain in full force and effect.

AND IT IS SO ORDERED.



Kenneth E. Fulp, Jr.
(Probate Judge for Beaufort County)
Special Probate Judge for Charleston County

Beaufort, South Carolina

July 11, 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE PROBATE COURT
CASE NO. 2008ES1000409 (Charleston)
CASE NO. 2012ES0700998 (Beaufort)

IN THE MATTER OF ESTATE OF)
NORMAN ROBERT KNIGHT, JR.)
_____)

ORDER TO QUASH RESPONDENTS'
SUBPOENA DUCES TECUM TO
MORGAN STANLEY

2014 APR 22 AM 9:59
PROBATE COURT
BEAUFORT COUNTY, SC

FILED

On April 17, 2014, Chloe Tonney ("Tonney") filed a Motion to Quash a Subpoena Duces Tecum issued to Morgan Stanley by counsel for Respondents Norman Robert Knight, III ("Knight") and Judy Brown as Personal Representative for the Estate of Mildred C. Knight ("Brown"), pursuant to Rule 45(c) of the South Carolina Rules of Civil Procedure.

Tonney's Motion to Quash was heard on April 21, 2014, via telephone conference, by consent of all counsel. Participating in the hearing were: C. Mac Gibson, attorney for Tonney; J. Seth Whipper, attorney for Knight and Brown; and Beatrice Whitten, the court-appointed Special Administrator of the Estate of Norman Robert Knight, Jr. The attorneys consented to the hearing being audio-recorded by the Court.

On April 9, 2014, J. Seth Whipper, as attorney for Respondents Knight and Brown, issued a Subpoena Duces Tecum to the custodian of records for Morgan Stanley at 485 Lexington Avenue, New York, New York, for deposits and withdrawal records, including identity of depositors and payees beginning 2004 through 2009, pertaining to a certain Smith Barney account which had been identified at the hearing on March 31, 2014 as the "Queenie" account.

Tonney through her attorney filed the Motion to Quash asserting that the Subpoena Duces Tecum does not comply with Rule 45, SCRCP, and §3119 of the New York Civil Practice Law

and Rules, because the subpoena was issued from Charleston County, South Carolina to the records custodian for Morgan Stanley in New York, New York.

Mr. Whipper contended that Morgan Stanley operates in the County of Charleston, State of South Carolina; therefore, it is subject to the laws of the State of South Carolina regarding the subpoena at issue. With respect to the Smith Barney account in question, Mr. Whipper's argument is persuasive, and this Court would not quash the subpoena for failure to comply with Rule 45(a)(2), SCRPC.

Tonney's Motion to Quash further asserts that the subpoenaed documents are not relevant to her creditor's claim against the above-referenced estate. At the time Tonney presented her case to this Court on March 31, 2014, Mr. Whipper cross-examined her regarding checks that she issued for the benefit of her father including checks from the "Queenie" account. Additionally, Iris Albright, an employee for Family Services, Inc., a former court-appointed Conservator for Norman Robert Knight, Jr., testified that Family Services, Inc. had marshaled the assets of Norman Robert Knight, Jr., and did not find any of his assets in the "Queenie" account.

While expressing reservations as to the relevance of the subpoenaed documents, the Court stated that it would not quash the subpoena solely on the grounds asserted in the Motion and initial argument of Tonney's counsel.

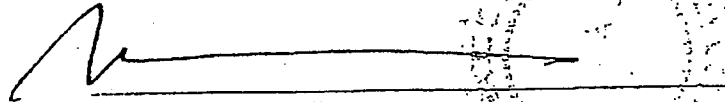
In response to the Court's initial findings, as stated above, Tonney's attorney informed the Court and the other attorneys, on the record in the hearing, that Tonney was withdrawing her claim as to payments made to Bishop Gadsden Rehab., Inc., totaling \$1,622.22, marked as Petitioner's Exhibit #18 in the hearing of March 31, 2014. The checks made payable to Bishop Gadsden Rehab., Inc. came from the "Queenie" account and are part of Exhibit #18.

No checks from the "Queenie" account were introduced in support of any other expenses claimed by Tonney, so the withdrawal of that portion of her claim pertaining to expenses paid from the "Queenie" account renders the subpoenaed documents irrelevant to the remainder of the Tonney claim which is subject to adjudication. Enforcement of the subpoena, under these circumstances, would require the disclosure of otherwise confidential personal financial information, protected by law, to no purpose relevant to the matter before the Court.

Tonney has previously reduced the sum originally claimed in her Petition for Allowance of Claim, without objection by Respondents. Allowing her to further reduce her claim by withdrawing the amounts paid from the "Queenie" account to Bishop Gadsden Rehab., Inc., eliminates those payments as a matter for trial or defense by Respondents, and does not prejudice Respondents. Accordingly, whether the withdrawal of the subject payments is deemed an amendment of Tonney's Petition, under Rule 15, SCRPC, or a voluntary dismissal of part of her claim, under Rule 41, it is allowed by this Court.

Because Ms. Tonney has withdrawn her claim for the \$1,622.22 in payments made to Bishop Gadsden Rehab., Inc., marked as Petitioner's Exhibit #18, this Court finds and concludes that the documents being sought under the Subpoena Duces Tecum, viz., the deposit and withdrawal records pertaining to the Smith Barney account identified as the "Queenie" account from 2004-2009, are not relevant to the remainder of Tonney's creditor's claim, and that the disclosure of such personal financial information would serve no justifiable purpose in this claim allowance proceeding. Therefore, it is

ORDERED that Tonney's Motion to Quash Respondents' Subpoena Duces Tecum to Morgan Stanley is granted;¹ and
IT IS SO ORDERED.



Kenneth E. Fulp, Jr.,
(Probate Judge for Beaufort County)
Special Probate Court Judge for Charleston County

Beaufort, South Carolina

April 22, 2014

¹ Before executing this Order, this Court received from Mr. Whipper by fax this morning a Notice of Motion and Motion for Reconsideration, on behalf of Respondents Knight and Brown, asking the Court "to reconsider its order issued after hearing on April 21, 2014." No written order had been issued before submission of the Motion. Nevertheless, the Motion states no ground that persuades this Court to reconsider the within ruling, and Respondents' Motion is denied.

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
) CASE NO. 2008ES1000409¹
 COUNTY OF CHARLESTON) CASE NO. 2012ES0700998²

IN THE MATTER OF ESTATE OF) ORDER
 NORMAN ROBERT KNIGHT, JR.) DISMISSING BISHOP GADSDEN'S CLAIM,
) DENYING KNIGHT'S MOTIONS,
) AND DEFERRING TONNEY'S MOTIONS

This matter came before the Court for a hearing, by telephone, on January 6, 2014, at 9:00 a.m., following proper notice, on the following Motions of Norman R. Knight, III ("Knight"):

- Motion to Dismiss, dated December 6, 2013.
- Motion to Dismiss, Deny or Reduce Creditor's Claims, dated December 6, 2013.
- Corrected Motion to Amend Complaint, dated December 10, 2013.

Also addressed at the hearing, despite the lack of ten days' notice thereon, were:

- Knight's Motion to Amend Respondents' Amendment to a Petition to Deny Claim and for Relief (sic), dated December 30, 2013 ("Knight's Motion to Amend Respondents' Amendment").
- Request of Chloe Tonney ("Tonney") for sanctions under Rules 11 and 37(a)(4), SCRCF, as set forth in her Answer to Knight's Motions, dated January 3, 2014 ("Tonney's Motion for Sanctions").
- Tonney's Motion for Extension to Comply with Order to Compel, dated January 3, 2014.
- Tonney's Motion for Reconsideration of Order to Compel Dated December 23, 2013, the Motion being dated January 6, 2014.

¹ Charleston County.

² Beaufort County.

Present by telephone at the hearing were: J. Seth Whipper, Esquire, attorney for Knight; Beatrice E. Whitten, Special Administrator of the decedent's estate; C. Mac Gibson, Jr., Esquire, attorney for Tonney and Linda Knight Jones; and W. E. Applegate, III, Esquire, attorney for Bishop Gadsden Episcopal Home ("Bishop Gadsden").

At the outset of the telephone conference, all counsel assented to the audio-recording of the telephone hearing by the Court.

Voluntary Dismissal of Bishop Gadsden's Claim

Prior to commencement of the hearing on the Motions, the Court noted that no formal objection had been filed to the proposed voluntary dismissal of Bishop Gadsden's Petition for Allowance of Claim, pursuant to the earlier e-mail notification by Mr. Applegate that Bishop Gadsden had withdrawn its claim. Tonney's counsel had objected by e-mail message on December 18, but had not formalized and filed the objection. Moreover, in the telephone conference on January 6, he indicated that Tonney no longer objected to Bishop Gadsden's dismissal.

Wherefore, Bishop Gadsden's Petition for Allowance of Claim, dated April 23, 2009, is voluntarily DISMISSED under Rule 41(a)(2), SCRCp.

The hearing on the pending Motions commenced, and the Motions were successively argued by counsel and ruled on by the Court, as follows.

Knight's Motion to Dismiss

The Motion seeks dismissal of Tonney's claim³ on the following grounds: lack of subject matter jurisdiction, due to the alleged failure of the claimant to commence the claim-allowance

³ The first two Knight Motions request dismissal, etc., of both Tonney's and Bishop Gadsden's claims. The Motions are addressed in this Order only as they relate to Tonney's claim, due to the dismissal of Bishop Gadsden's claim.

proceeding by filing and serving a summons with her Petition for Allowance of Claim, citing *S.C. Code Ann.* §§ 62-3-804 and 62-3-806; and the alleged failure of the claimant “to notify the devisee of the existence and organization of the subject obligations.”

The South Carolina Probate Code was amended, effective June 7, 2010, to require the filing and service of a summons with a petition in order to commence a formal proceeding in Probate Court. *See, generally, S.C. Code Ann.* §§ 62-1-201(15) and (31); more particularly, as to claim-allowance proceedings, *see id.* § 62-3-806(b). Tonney’s Petition for Allowance of Claim was filed and served in 2009, before the cited amendments, and a summons was not required at that time to commence a claim-allowance proceeding in Probate Court.

As to the alleged failure of Tonney “to notify the devisee,” the applicable provisions of the South Carolina Probate Code, at all times relevant to this action, have required a creditor’s claim against a decedent’s estate to be presented by the timely filing of a written statement of the claim in the Probate Court, which the claimant may deliver or mail to the personal representative of the estate. *Id.* § 62-3-804(1). A formal proceeding for allowance of a claim, after disallowance by the personal representative, must be commenced by the claimant against the personal representative of the estate. *See Id.* § 62-3-806(a) (which has read the same at all times relevant herein). Under the applicable statutes, there is no requirement that a claimant notify an estate devisee (who is not also a personal representative of the estate) of a claim against the estate, in order to properly commence a proceeding for allowance of the claim.⁴

For the foregoing reasons, Knight’s Motion to Dismiss is DENIED.

⁴ The Court may direct that notice of any hearing in the proceeding be given to interested persons in addition to the claimant and the personal representative, *id.* § 62-3-806(b), and this Court has, in fact, given notice to all interested persons, or their counsel, of each hearing it has set.

Knight's Motion to Dismiss, Deny or Reduce Creditor's Claims

This Motion asks that Tonney's claim be dismissed, denied, or reduced on the following grounds:

[C]laimed expenses not approved by devisee; were unnecessary, unreasonable, resulted from unauthorized actions of claimant; is subject to set-off by indebtedness to decedent[.]

There is no statutory requirement that a creditor's claim against a decedent's estate be "approved" by a devisee of the decedent. It is the province of the personal representative of the estate to allow or disallow a creditor's claim; if disallowed, the claimant may petition the Probate Court for allowance, as Tonney has done here. *See id.* § 62-3-806. The Court will determine, after the upcoming merits hearing, whether or not to allow Tonney's claim, in whole or in part. *See id.* § 62-3-806(b).

Whether the claimed expenses "were unnecessary, unreasonable, [etc.]" goes to the merits of the claim. As an interested person, Knight may test the claimant's evidence and present his own evidence in that regard at the merits hearing. Knight's Motion, alone, does not state a sufficient basis for dismissal, denial, or reduction of the claim, however.

With respect to Knight's assertion that Tonney's claim "is subject to set-off by indebtedness to the decedent[.]" Knight lacks standing to plead set-off on behalf of the decedent's estate. Only the personal representative (the Special Administrator here) may do that. *See id.* §§ 62-3-703(c) and 62-3-715(20).

Accordingly, Knight's Motion to Dismiss, Deny or Reduce Creditor's Claims is DENIED.

Knight's Corrected Motion to Amend Complaint

This Motion seeks leave to amend Knight's Complaint for removal of the Special Administrator, which is set for trial on February 3, 2014. The proposed Amended Complaint

would add two factual allegations to the original Complaint.

Without objection, and with the agreement of Tonney's counsel and the Special Administrator, during the hearing, to serve and file their respective responsive pleadings within fifteen days after the hearing (which they have since done), the Motion to Amend is GRANTED.

The following Motions were served and filed less than ten days before the hearing, after the Court had issued the Notice of Hearing on the above three Motions. Nevertheless, due to the proximity of the trial date, the Court addressed the Motions at the hearing.

Knight's Motion to Amend Respondents' Amendment

Without objection to the lack of sufficient notice, argument on this Motion was heard by the Court. The Motion is made on behalf of Knight and Judith A. Brown, as Personal Representative of the Estate of Mildred C. Knight.

The Motion seeks leave to file a pleading entitled "Petition to Deny Claim and for Relief," yet, by its terms, the "Petition" appears to be a responsive pleading, setting forth a "First Defense" to the "claims against this estate" and a "Second Defense by Way of Counterclaim," which appears to assert a cause of action for loss of consortium.

The "First Defense" initially asserts that "the Estate of Norman R. Knight, Jr. must be administered by the Probate Court of Charleston County." Any question regarding the authority of this Court over this decedent's estate case, including estate administration, under the Chief Justice's Order appointing me as Special Probate Court Judge for Charleston County in the matter, was put to rest at the hearing held on July 17, 2013, and in the Order issued from that hearing, dated July 29, 2013 (Order at 5.) Knight's counsel confirmed at the July 17, 2013 hearing that he did not challenge my authority in the matter, and appeared to concede the issue on the record during the January 6, 2013 hearing.

The assertion under the "First Defense" that "actions of Chloe Tonney in creating her debt were not lawful and contrary to prior Court Orders" is, in effect, subsumed by similar allegations in Knight's Motion to Dismiss, Deny or Reduce, which go to the merits of the action set for trial.

As to the proposed Counterclaim for loss of consortium, *S.C. Code Ann.* § 15-75-20 provides that "[a]ny person may maintain an action for damages arising from an intentional or tortious violation of the right to the companionship, aid, society and services of his or her spouse." While the statute might allow Norman R. Knight, Jr.'s surviving spouse, or her personal representative, to assert a cause of action for loss of consortium against an alleged tortfeasor, such an action could not be maintained in the case instant, under the proposed Counterclaim, because the Estate of Norman R. Knight, Jr. would be neither the claimant nor the alleged tortfeasor (Tonney is named as the latter) -- *i.e.*, it would not be a claim asserted either by or against the Estate of Norman R. Knight, Jr.⁵

Therefore, in this decedent's estate case (Estate of Norman R. Knight, Jr., Case Nos. 2008ES1000409 and 2012ES0700998), this Court lacks subject matter jurisdiction, under *S.C. Code Ann.* §§ 62-1-302(a)(1) and (b), to entertain the proposed Counterclaim for loss of consortium.

For the foregoing reasons, the Knight's Motion to Amend Respondents' Amendment is DENIED.

Without objection, the Court determined at the conclusion of the hearing to defer disposition of the Motions submitted by Tonney on January 3 and 6, 2014, as provided below.

⁵ The proposed Counterclaim is, thus, distinguishable on the facts from the case mentioned by Knight's counsel during argument, *McCullar v. Estate of Campbell*, No. 2006-UP-332 (S.C. App. Ct. 2006) (having no precedential value), which involved a claim for loss of consortium asserted by the surviving spouse *against the estate of the alleged tortfeasor*.

Tonney's Motion for Sanctions

The Court deferred hearing this Motion until the trial date, February 3, 2014, or later. Counsel should be prepared to argue the Motion on February 3 at the conclusion of trial, although the Court may determine at that time, in its discretion, to defer hearing the Motion until a later date. This Order constitutes notice of the foregoing.

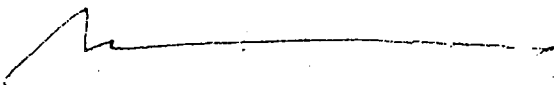
Toney's Motion for Extension to Comply with Order to Compel

Based on the Motion's representation that Knight's counsel did not object to the requested extension (of ten days), the Court determined that a hearing on the issue should not be set, unless the extended compliance date proposed in the Motion (ten days from January 6, 2014) is not met, and Knight's counsel files a Motion to Compel.

Tonney's Motion for Reconsideration of Order to Compel Dated December 23, 2013

After a discussion of details of compliance with the Order, Tonney's counsel agreed to advise the Court shortly whether or not Tonney would withdraw the Motion, and the matter was deferred accordingly. (Subsequently, by letter of January 8, 2014, Tonney's counsel notified the Court and other counsel of Tonney's decision to withdraw the Motion.)

AND IT IS SO ORDERED.



Kenneth E. Fulp, Jr.
(Probate Judge for Beaufort County)
Special Probate Court Judge for Charleston County

Beaufort, South Carolina

January 17, 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE PROBATE COURT
CASE NO. 2008ES1000409*

IN THE MATTER OF ESTATE OF)
NORMAN ROBERT KNIGHT, JR.)
_____)

ORDER GRANTING MOTION FOR
CONTINUANCE AND PARTIALLY
GRANTING MOTION TO COMPEL

This matter came before the Court for a hearing, by telephone, on December 17, 2013, at 3:00 p.m., on Norman R. Knight's Corrected Motions for Continuance and Objection to Venue and Corrected Motion to Compel (discovery), both dated December 10, 2013. The hearing was held on only one day's formal notice, this Court having found good cause for an expedited hearing, in view of the then-impending trial set for December 20, 2013. The hearing was scheduled in coordination with all counsel, to determine their availability, and no counsel objected to holding the hearing on such short notice.

Present by telephone at the hearing were: J. Seth Whipper, Esquire, attorney for Norman R. Knight, III ("Knight"); Beatrice E. Whitten, Special Administrator of the decedent's estate; and C. Mac Gibson, Jr., Esquire, attorney for Chloe K. Tonney ("Tonney") and Linda Knight Jones ("Jones").

Shortly before the hearing was convened, the Court and all counsel received an e-mail from W. E. Applegate, III, Esquire, attorney for Bishop Gadsden Episcopal Home ("Bishop Gadsden"), advising that Bishop Gadsden had withdrawn its claim and that Mr. Applegate would not be participating in the hearing.

* Beaufort County Probate Court Case No. 2012ES0700998.

Motions for Continuance and Objection to Venue

After hearing the respective arguments of counsel, the Court determined to grant the Motion for Continuance, on the basis of Mr. Whipper's reasonable representations that he had not had adequate time to prepare for trial since returning to work on December 2, following illness. Also, Mr. Whipper offered to make himself for trial early in 2014. Based on the Court's willingness hold the trial in Charleston at that time, subject to courtroom availability, Mr. Whipper withdrew his objections to venue. This Order formalizes the continuance.¹

Motion to Compel

This Motion asserts that Tonney and Jones failed to fully respond to Knight's requests for production of documents, specifying that "the checks, receipts, and other documents produced were redacted by those parties who responded to [the] production requests, an example of which is attached...." The attachment is a copy of a check purportedly drawn on a "Financial Management Account" with "Smith Barney Citigroup" (according to the institutional logo on the check), made payable to "Bishop Gadsden Rehab, Inc" (sic) in the amount of \$445.00, and signed by "Linda K. Jones" and "Chloe K. Tonney." Redacted from the check copy are the account number and the line between the printed names of Jones and Tonney and the address "2655 Lake Rd" in the upper left-hand corner of the check.

Mr. Whipper asserted that similar redactions appeared on other copies of checks, receipts, and other documents produced, and argued that unredacted copies of the same should be produced, because the issue of "whose money was used" for the expenditures was relevant to Tonney's claim.

¹ Subsequent to the hearing, the trial was set for February 3, 2014, in Charleston, and formal notice thereof given to all counsel.

Mr. Gibson asserted that the redactions were made to protect from disclosure the account numbers involved and the types of accounts Tonney used to pay the claimed expenses, and argued that the redacted information was not relevant to the claim.

The Court determined that it was necessary to examine all the redacted documents before it could properly rule on the Motion to Compel, and Mr. Whipper was directed to transmit all such documents electronically to the Court by day's end on December 19, 2013. This was done timely by fax transmission, Mr. Whipper's transmittal letter indicating that Mr. Gibson and Ms. Whitten were being copied on the transmission.

Having examined the documents, it appears that the account numbers have been redacted from all copies of checks. Some of the checks have names or other line items redacted from the upper left-hand corner, where the names and addresses and, sometimes, telephone numbers of the account holders normally appear, and some of the checks do not have such redactions. Some of the checks appear to have the institutional logo redacted, and some do not.

Copies of receipts for apparent retail purchases uniformly show redaction of credit card or account numbers and authorization codes.

"Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party...." Rule 26(b)(1), SCRCP.

The sources for payment of the expenses claimed by Tonney would appear relevant to the subject matter of her claim and Knight's opposition to it. Mr. Whipper's argument is persuasive on that point. Therefore, the above-described checks and receipts must be produced in unredacted form, *except that* all but the last four digits of the account and credit card numbers and all payment-authorization codes may be redacted. Such limited redactions would appear to allow proper identification of the accounts from which the claimed expenses were paid, without

compromising the security of the accounts.

As to the other documents showing redactions:

1. Invoice of Bishop Gadsden to Chloe Tonney Knight, dated January 31, 2008, is partially covered by a copy of check no. 3436, and the uncovered part shows one line item redacted, after "01/09/08 Misc Charges Clearing." To the extent that Tonney is seeking reimbursement for the expenditure ("\$306.50") applicable to the redacted item, it would appear to be relevant to her claim, and the document must be produced in unredacted, and uncovered, form.
2. Invoices of BG Rehab, Inc. "for Physical Therapy Services" totaling \$445.50 and \$526.80, respectively, each show an item redacted following a handwritten notation, in the lower right-hand corner, appearing to indicate payment by a numbered check on a certain date. For the reason stated in "1" above, each document must be produced in unredacted form.
3. Invoice of Collins Office Supply, Inc., dated March 13, 2008, in the amount of \$279.00, shows a redaction following "SHIP TO:". Consistent with the above reasoning, the document must be produced in unredacted form.
4. Invoice of Stuckey Brothers Furniture Co., dated February 1, 2006, in the total amount of \$1,777.49, shows the redaction following "Ship to:" of everything except "Charleston SC." Consistent with the above reasoning, the document must be produced in unredacted form.
5. Statement of The Vincent Law Firm, L.L.C., in two pages, the first page dated October 15, 2007, showing redactions following "9/18/07 Telephone conference" and "12/13/06 Telephone conferences." All other line items listed for telephone conferences show "with" Tonney or other persons. To the extent that Tonney is seeking reimbursement for

the expenses represented by telephone conferences showing redactions, the two-page invoice must be produced in unredacted form.

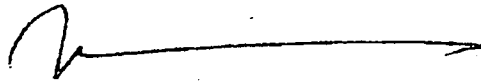
6. Letter of Thad H. Vincent, an attorney, addressed to Mrs. Chloe Tonney and Walter R. Kaufmann, Esq., dated October 16, 2007, showing a redaction following "This is no one's fault other than." Otherwise, the letter appears primarily to state what is owing to his firm and what must be paid for Mr. Vincent's continued representation, and to define the scope of his representation. The assignment of "fault" would appear to go to a legal theory of the attorney being expressed to his client and, thus, appears privileged from disclosure by discovery in this instance.

Accordingly, it is ORDERED that Tonney and Jones produce: (a) copies of all checks and retail purchase receipts in unredacted form, *except for* all but the last four digits of the respective account and credit card numbers and authorization codes; and (b) copies of the documents identified in the paragraphs numbered 1 through 5, above, in unredacted form; and serve the same on Mr. Whipper, as counsel for Knight, *within fifteen (15) days from the date of this Order.*

The request in the Motion to Compel for recovery of "costs and attorney's fees for preparing this motion and supporting papers, and attending the hearing on this motion," is denied. The documents produced all appear, by their respective dates, to have been in existence long before Knight's Petition for Allowance of Claim was filed and, thus, were discoverable in this action for over four years before the subject request for production was served, barely a month before the then-scheduled trial. As such, and based on Mr. Gibson's argument in the hearing, this Court finds that the opposition to the Motion was substantially justified, although

not persuasive on the redaction issue, and the circumstances described above render an award of expenses unjust. Rule 37(a)(4), SCRCP.

AND IT IS SO ORDERED.



Kenneth E. Fulp, Jr.
(Probate Judge for Beaufort County)
Special Probate Court Judge for Charleston County

Beaufort, South Carolina

December 23, 2013

FILED

2013 SEP 13 AM 11:56

PROBATE COURT
BEAUFORT COUNTY, SC

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE PROBATE COURT
CASE NO. 2008ES1000409*

IN THE MATTER OF ESTATE OF)
NORMAN ROBERT KNIGHT, JR.)
_____)

ORDER GRANTING MOTION
TO ALLOW DISCOVERY
EXTENSION

This matter comes before the Court on Motion of counsel for Judith A. Brown, as Personal Representative of the Estate of Mildred C. Knight, and Norman R. Knight, III, requesting an order to extend the period allowed for discovery to October 11, 2013, and for a scheduling order ("Motion"). The Motion appears to have been served on September 4, 2013, and filed herein on September 5, 2013.

Because of the proximity of the merits hearing set on the petitions and complaint pending herein, viz., October 24, 2013, and in view of the fact that the respective parties have been free to engage in discovery, as provided by law, since commencement of the pending actions, this Court notified all parties by letter of September 10, 2013 (sent by e-mail and U.S. Mail) that the Motion would be granted, to the extent of extending the discovery period to October 11, 2013, unless any party objected to or demanded a hearing on the Motion by e-mail no later than 5:00 p.m. on September 12, 2013.

The only response received to the Court's September 10 letter is a letter of the same date from C. Mac Gibson, Jr., Esquire, attorney for Chloe K. Tonney and Linda Knight Jones. In his letter, Mr. Gibson asks the Court to reconsider its "intent to permit Mr. Whipper to engage in discovery," based on concerns expressed in the letter, which is of record herein. Those concerns appear to go the scope of and entitlement to the discovery that Mr. Whipper might seek, as well

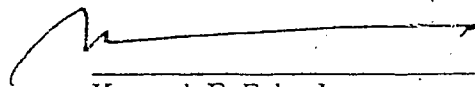
* Beaufort County Probate Court Case No. 2012ES0700998.

as the timing thereof. Nevertheless, Mr. Gibson states in his letter that "I do not wish to seek a hearing to address my concerns"

No restriction has been placed on discovery in this matter, except for this Court's determination not to allow discovery to delay the commencement of the merits hearing, as scheduled. (See this Court's letters of August 12 and September 10, 2013.) The scope of discovery is limited as provided in Rule 26(b), SCRPC. It would appear inapposite that Mr. Whipper may have cross-examined Mr. Gibson's client in a previous hearing (as asserted in Mr. Gibson's letter), which apparently led to a judgment since vacated.

Accordingly, it is ORDERED that the Motion be, and is hereby, granted to the extent of extending the period allowed for discovery to October 11, 2013, subject to the proviso that this extension shall not operate so as to delay the commencement of the merits hearing as scheduled, on October 24, 2013, at 9:00 a.m. Further to that proviso, should any discovery request be served that appears to allow inadequate time to respond, under the SCRPC, before the scheduled merits hearing date, a motion for protection should be filed promptly and will be heard on an expedited basis.

AND IT IS SO ORDERED.



Kenneth E. Fulp, Jr.
(Probate Judge for Beaufort County)
Special Probate Court Judge for Charleston County

Beaufort, South Carolina

September 13, 2013

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE MATTER OF ESTATE OF)
NORMAN ROBERT KNIGHT, JR.)
_____)

IN THE PROBATE COURT
CASE NO. 2008ES1000409*

ORDER DENYING MOTIONS

2013 JUL 29 PM 3:38
PROBATE COURT
BEAUFORT COUNTY, SC

FILED

This matter came before the Court for a hearing, following proper notice, on July 17, 2013, on Norman R. Knight, III's Amended Motions to Recuse, Dismiss and Change Venue and Second Motion to Amend Answer, both motions dated May 27, 2013.

Present at the hearing were: J. Seth Whipper, Esquire, attorney for Norman R. Knight, III ("Knight"), who also was present; Beatrice E. Whitten, Special Administrator of the decedent's estate; and C. Mac Gibson, Jr., Esquire, attorney for Chloe K. Tonney ("Tonney") and Linda Knight Jones, of whom Tonney was present. Bishop Gadsden Episcopal Home was not represented at the hearing, either by counsel or other representative, the Court having received a letter from its President/CEO, C. William Trawick, on the morning of the hearing, indicating that he would not be present and that Bishop Gadsden had not retained counsel to represent it.

No witness testimony was offered in support of, or in opposition to, the motions; only arguments of counsel, including references to the record, were heard. Except for those portions of the motions that were withdrawn or agreed to be moot, as provided below, the Court, upon consideration of the motions, arguments of counsel, record, and applicable law, ruled from the bench that the motions were denied. The purpose of this order is to formalize the Court's rulings, as follows.

* Beaufort County Probate Court Case No. 20120700998.

1
✓

Motion to Recuse

This motion asks that I recuse myself because, as alleged by the motion, my "relationship with the Episcopal Church and service on the Probate Code Revision Committee raises a reasonable question regarding [my] ability to be impartial in this matter."

Section 3E(1)(a) of the South Carolina Code of Judicial Conduct, Rule 501, SCACR, provides that:

A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances where . . . the judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of disputed evidentiary facts concerning the proceeding

With respect to the Episcopal Church issue, it appears from the arguments of Knight's counsel that the "relationship" alleged in the motion is based on: (a) my identification of myself, in my biography appearing on the website of the South Carolina Judicial Department, as "a long-time member of the Parish Church of St. Helena (Episcopal) in Beaufort"; and (b) Bishop Gadsden Episcopal Home, a creditor's claimant herein, allegedly being an institution of the Episcopal Church and Diocese of South Carolina, as described by Knight's counsel.

Based on that "relationship," Knight's counsel argued that a litigant might reasonably question my impartiality with respect to Bishop Gadsden's pending claim, particularly in view of the highly publicized, recent and ongoing litigation between the Episcopal Church of the United States ("ECUS") and the Diocese of South Carolina over the latter's disassociation from the ECUS. Knight's counsel asserted that Episcopalians might feel "under siege" as a result of that litigation, and feel a need to be protective of the Church and its institutions.

"It is not enough for a party seeking disqualification to simply allege bias. The party must show some evidence of bias or prejudice." *Mallett v. Mallet*, 323 S.C. 141, 145-6, 473 S.E. 2d 804, 807 (Ct. App. 1996).

No evidence was offered or representation made that I am an officer, trustee, board member, vestryman, etc., or hold any position of executive or legislative responsibility in the ECUS, Anglican Communion, Diocese of South Carolina (Episcopal or Anglican), Bishop Gadsden Episcopal Home, or any parish church, including the Parish Church of St. Helena -- and I do not hold any such position. I am simply a parishioner of a local church.

As I stated on the record at the hearing, and confirm here in more detail, I have no personal bias or prejudice, as an Episcopalian or otherwise, concerning Bishop Gadsden or any party or lawyer in this case, and I have no personal knowledge of disputed evidentiary facts concerning the proceeding.

When a judge is resolving a motion for disqualification of which he is the subject, "as a general rule the judge, in determining whether to proceed, must accept as true the factual allegations of a motion to disqualify." *Shaw v. State*, 276 S.C. 190, 192, 277 S.E. 2d 140, 141 (1981). "However, this does not prevent the judge from exercising his right to consider the legal sufficiency of those facts." 276 S.C. at 192-3, 277 S.E. 2d at 141.

Even accepting as true the factual allegations made by Knight's counsel in his argument, as summarized above and set forth in the record of the hearing, I do not believe the facts are legally sufficient to show any bias or prejudice on my part in this case, nor do I believe that my impartiality might *reasonably* be questioned based on those facts.

On the record at the hearing, the "Probate Code Revision Committee" aspect of the Motion to Recuse was withdrawn by Knight's counsel, after it was established by my representations and those of Ms. Whitten that we had not worked together directly on the

Committee and, in fact, worked in different subcommittees on different parts of the Probate Code.

Based on the foregoing, I conclude that I should not disqualify myself in this matter, and Knight's Motion to Recuse is DENIED.

Motions to Dismiss

Knight moves to dismiss: (a) "all claims as they are time-barred coming for consideration more than one-year after the death of the decedent;" and (b) the Special Administrator's Petition to Allow Sale of Real Estate, on several grounds stated in the motion.

As to (a) above, generally, claims against a decedent's estate which arose before the death of the decedent are barred unless presented within the earlier of one year after the decedent's death or eight months after the first publication of notice to creditors. *S.C. Code Ann.* §§ 62-3-801 and 62-3-804(a).

On the faces of the statements of creditors' claims filed herein, it appears that the claims of Tonney and Bishop Gadsden arose before the death of the decedent, and no argument to the contrary has been made. The record reflects that: the decedent died on March 11, 2008; notice to creditors was first published on May 21, 2008; the Bishop Gadsden claim was presented on December 1, 2008; and the Tonney claim was presented on January 20, 2009. Those dates were stated on the record at the hearing, and none was questioned by Knight's counsel.

It appears that both claims were presented within eight months after the first publication of notice to creditors and were, therefore, timely presented under the above-cited statutes. Accordingly, Knight's Motion to Dismiss the claims as being time-barred is DENIED.

With respect to the Motion to Dismiss the Petition to Allow Sale of Real Estate, the Special Administrator asserted at the hearing, in essence, that she was no longer prosecuting the

original Petition, by reason of the Circuit Court Order of July 9, 2012, which declared invalid the previous Probate Court Order approving the real estate sale. She stated that she would not determine whether to re-commence an action for the sale of real estate until this Court rules on the pending Petitions for Allowance of Claims.

Upon hearing this representation, with the assent of Knight's counsel, the Motion to Dismiss was and is deemed moot and withdrawn, subject to the proviso that Knight may assert the same defenses, by motion to dismiss or responsive pleading, should an action to sell real estate be re-commenced hereafter.

Motion to Change Venue

This motion requests a change of venue for these proceedings, presumably to Charleston County, because "all parties, witnesses, and res are sited in Charleston County." As confirmed by Knight's attorney at the hearing, the motion does not challenge my authority, as Special Probate Court Judge for Charleston County, to preside over the matter.

At the hearing, I distributed to each counsel a copy of the "Procedures for Appointment of a Special Probate Judge," issued by South Carolina Court Administration on October 23, 2012. Section 3 of the document provides that where, as here, the recusal of the original probate judge is for the entire case, including estate administration, "[a]ny hearings should be held in the special probate judge's county unless the special probate judge is willing to travel to the original probate court for said hearings."

For the convenience of the parties and their lawyers, and any potential witnesses, I exercised my discretion as Special Probate Judge to convene the hearing on the subject motions in Charleston at the Charleston County Judicial Center. I stated on the record at the hearing that I would make every effort to convene any further hearings in Charleston County, but could not

be bound to do so, for instance, in the event of an emergency, unavailability of courtroom space in Charleston County, unanticipated inability on my part to travel, etc. Therefore, I will not limit my discretion to hold a hearing in Beaufort County, if necessary.

Accordingly, the Motion to Change Venue is DENIED.

Motion to Amend Answer

This motion seeks to amend Knight's Answer to the Special Administrator's Petition to Allow Sale of Real Estate, by substantially restating his original Answer, first filed in the Dorchester County Probate Court on May 5, 2011, and purporting to assert a counterclaim against Tonney and Bishop Gadsden for "loss of consortium."

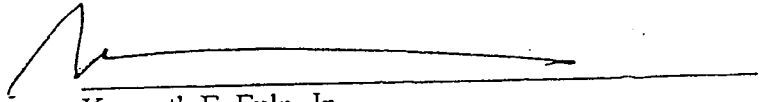
Tonney filed a response to the motion, requesting its denial based on redundancy, the statute of limitations, and, as to the counterclaim, lack of subject matter jurisdiction.

Upon the call of the motion, the Court noted that, inasmuch as the Petition to Allow Sale of Real Estate was no longer pending for action, and Knight's Motion to Dismiss the Petition deemed moot and withdrawn, as discussed above, the Motion to Amend Answer to the Petition likewise appeared moot. Moreover, the proposed counterclaim appears to be asserted against Tonney and Bishop Gadsden, not the "opposing party" (*i.e.*, the petitioner/Special Administrator) in the action to sell estate sale. *See* Rule 13, SCRPC.

Knight's attorney argued that he should be allowed to assert the counterclaim against Tonney and Bishop Gadsden because of their Petitions for Allowance of Claims. But the Motion to Amend Answer seeks leave to amend Knight's answer to the Petition to Allow Sale of Real Estate, not the Petitions for Allowance of Claims.

Because the Motion to Amend Answer seeks to amend a pleading in response to a petition that is no longer pending for adjudication, the motion is DENIED.

AND IT IS SO ORDERED.



Kenneth E. Fulp, Jr.
(Probate Judge for Beaufort County)
Special Probate Court Judge for Charleston County

Beaufort, South Carolina

July 29, 2013

The Supreme Court of South Carolina

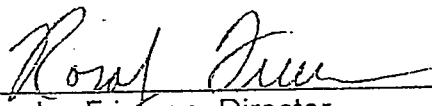
ORDER

I find that the Honorable Daniel R. Eckstrom, Special Probate Court Judge for Charleston County and the Honorable Julie H. Thompson, Associate Judge of Probate for Lexington County are disqualified from any further hearings In Re: Estate of Norman R. Knight, Jr. (2012-ES-32-00798) and therefore are unable to sit as judge of probate in this matter.

Pursuant to the provisions of S.C. Const. Art. V, §4, S.C. Code Ann. §14-23-1030, and S.C. Code Ann. §14-23-1080 (Supp. 1997),

IT IS ORDERED that the Honorable Kenneth E. Fulp, Jr., Judge of Probate for Beaufort County, is appointed as special probate court judge for Charleston County for the handling of the above matter. As such special probate court judge, the Honorable Kenneth E. Fulp, Jr. shall have all the powers and duties appertaining to a probate court judge for Charleston County for the handling of the above matter.

JEAN H. TOAL, CHIEF JUSTICE

BY: 

Rosalyn Frierson, Director
South Carolina Court Administration

November 28, 2012
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT OF
	)	THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2004-GC-10-0099
IRIS M. ALBRIGHT, Conservator)		
for Norman Robert Knight, Jr.,)		
and an agent for Family)		
Services, Inc.,)		
	)	ORDER RELIEVING FAMILY
	)	SERVICES, INC. AS CONSERVATOR AND
Petitioner,)		APPOINTING CHLOE KNIGHT TONNEY AS
	)	SUCCESSOR CONSERVATOR
vs.)		
	)	
IN RE THE ESTATE OF:)		
NORMAN ROBERT KNIGHT, JR.,)		
An Incapacitated Person)		
_____)		

2CC
10/14
8/31/07

THIS MATTER came before the Court today on a Petition for Discharge which was filed with this Court on June 8, 2007 by Iris M. Albright, of Family Services, Inc., who is the duly appointed Conservator for the incapacitated Norman Robert Knight, Jr. Present before the Court were Kathleen Moraska Ferri, Esq., appearing for Thad H. Vincent, attorney for Norman Robert Knight, Jr., Walter R. Kaufmann, Esq., Guardian for the incapacitated, Norman Robert Knight, Jr., Ben F. Mack, Esq., attorney for Mildred Knight, Glenn P. Churchill, Esq., the Court appointed Guardian *ad Litem* for the incapacitated and Iris M. Albright, of Family Services, Inc., the Court appointed Conservator.

In her Petition for Discharge, Iris Albright asks to be discharged from her appointment as Conservator. Prior to hearing arguments of counsel, Ben F. Mack, Esq., attorney for Mildred Knight, wife of the incapacitated, mentioned to the Court that Bobby Knight, son of the incapacitated, alleged he was not properly

served. However, the Court felt it was necessary to proceed with this hearing, and did so. Mr. Bobby Knight is not represented by counsel, nor did he make an appearance at today's hearing to argue that he was not properly served.

After hearing arguments of counsel, the Court hereby finds as follows:

1. That venue and jurisdiction are proper.
2. That the Court commends Iris M. Albright for her work as Conservator in this difficult case.
3. That Iris M. Albright and Family Services, Inc.'s Motion for Discharge is hereby accepted, and Iris M. Albright is hereby discharged of her duties as Conservator.
4. That Chloe Knight Tonney, daughter of the incapacitated, renewed her Motion to be Appointed as Conservator. She had filed a Motion to be Appointed as Conservator when this case first began. Kathleen Ferri, Esq. argued that Mrs. Tonney is bondable, that she has been involved in this case from its inception and knows all of the parties and lawyers, has attended all hearings in this case, works for the Centers for Disease Control, and has a background in investment banking. Walter Kaufmann, Esq. argued that Mrs. Tonney has been cooperative with him in his role as Mr. Knight's Guardian, that she would save the Estate money as she has agreed to serve without compensation, and that she has already paid some of Mr. Knight's expenses now that the Estate is nearly insolvent.

After considering all arguments of counsel, the Court

rules that Chloe Knight Tonney, daughter of the incapacitated, shall be named as successor Conservator.

5. That Chloe Knight Tonney shall obtain a surety bond in the amount of One Hundred Two Thousand Six Hundred and 00/100 (\$102,600.00) Dollars. (The monthly amount received by the incapacitated is Five Thousand Seven Hundred and 00/100 (\$5,700.00) Dollars, multiplied by (12) months, multiplied by 1.5 equals \$102,600.00).

6. That the Probate Court and the Family Court must approve the sale of any assets in Mr. Knight's name.

7. That any assets previously divided by the Probate Court, prior to the Family Court being involved, shall remain divided.

8. That the Guardian ad Litem in the Family Court matter, Paul D. Schwartz, Esq., as well as the incapacitated's Guardian, Walter R. Kaufmann, Esq., shall be kept informed by the Conservator of her actions.

THEREFORE, based on the above, it is hereby

ORDERED that Family Services, Inc. is relieved of their duties as Conservator; and it is further

ORDERED that Chloe Knight Tonney is appointed as successor Conservator; and it is further

ORDERED that Chloe Knight Tonney shall obtain a surety bond in the amount of One Hundred Two Thousand Six Hundred and 00/100 (\$102,600.00) Dollars; and it is further

ORDERED that no assets in Mr. Knight's name shall be sold

unless prior approval is obtained by both the Family Court and the Probate Court; and it is further

ORDERED that any assets previously divided by the Probate Court, prior to the Family Court being involved, shall remain divided; and it is further

ORDERED that Chloe Knight Tonney shall keep the Guardian ad Litem, Paul D. Schwartz, Esq., as well as the Guardian, Walter R. Kaufmann, Esq., informed of her actions as Conservator;

AND IT IS SO ORDERED!

Tamara C. Curry
THE HONORABLE TAMARA C. CURRY
JUDGE FOR THE PROBATE COURT
OF THE NINTH JUDICIAL CIRCUIT

Charleston, South Carolina

This 31ST day of August, 2007

ATTEST: A TRUE COPY

DEPUTY CLERK PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA

PROBATE JUDGE
DORCHESTER COUNTY

STATE OF SOUTH CAROLINA

2008 DEC 15 PM 4:11

COUNTY OF DORCHESTER

IN THE MATTER OF
ESTATE OF NORMAN ROBERT
KNIGHT, JR.

LINDA KNIGHT JONES,

Petitioner,

-versus-

MILDRED CUMMINGS KNIGHT,
NORMAN ROBERT KNIGHT, III, and
CHLOE KNIGHT TONNEY,

Respondents.

IN THE PROBATE COURT

CASE NO.: 2008-ES-18-00-402

CERTIFIED TRUE COPY

Robin Waggoner
Robin Waggoner
Administrative Assistant
Dorchester Co. Probate Court

ORDER APPOINTING
SPECIAL ADMINISTRATOR

Date of Hearing:

Presiding Judge:

Attorney for Petitioner Linda Knight Jones:

Attorney for Respondent Mildred Cummings Knight:

Attorney for Respondent Norman Robert Knight, III:

November 21, 2008

Honorable Mary Blunt

C. Mac Gibson, Jr., Esquire

Ben F. Mack, Esquire

J. Seth Whipper, Esquire

On or about March 19, 2008, Petitioner Linda Knight Jones, adult daughter of the late Norman Robert Knight, Jr., filed a Petition with the Charleston County Probate Court to commence the Estate of Norman Robert Knight, Jr. and to seek the appointment of a Personal Representative. In an Order dated May 6, 2008, the Honorable Tamara Curry, Associate Probate Court Judge for Charleston County, mandated that the parties mediate the issue regarding the appointment of a Personal Representative; and, in the interim, appointed Bea Whitten, Esquire, to serve as the Special Administrator until said mediation could take place. The parties engaged in mediation on June 26, 2008, with Charles Goldberg, Esquire, but they were unable to reach an agreement concerning the appointment of a Personal Representative. This Court obtained jurisdiction of this matter by virtue of an Order dated August 5, 2008, from the South Carolina Supreme Court. The South Carolina Supreme Court found that the Honorable Irvin G. Condon, Judge of Probate for Charleston County, and the Honorable Tamara C. Curry, Associate Judge of Probate.

Court for Charleston County, were disqualified from any further hearing of In Re: Estate of Norman Robert Knight, Jr. and transferred the matter to the Dorchester County Probate Court.

A hearing on the Petition for the appointment of a Personal Representative was held on November 21, 2008. The Petitioner and her attorney, C. Mac Gibson, Jr.; Respondent Mildred Cummings Knight and her attorney, Ben F. Mack; Respondent Norman Robert Knight, III, and his attorney, J. Seth Whipper; and Respondent Chloe Knight Tonney were present at the hearing.

Based upon the testimony presented, other evidence of record, and the arguments of counsel, I make the following findings of fact:

FINDINGS OF FACT

1. That Norman Robert Knight, Jr. died on March 11, 2008, a resident of Charleston County, South Carolina, having executed a valid Last Will and Testament dated September 5, 1997.
2. That Norman Robert Knight, Jr. was survived by a wife, Respondent Mildred Cummings Knight, aged 81 years old, and three children: Linda Knight Jones, Chloe Knight Tonney, and Norman Robert Knight, III.
3. That Mildred Cummings Knight is the sole devisee under the terms of the Last Will and Testament of Norman Robert Knight, Jr.
4. That Norman Robert Knight, Jr. nominated Mildred Cummings Knight to serve as Personal Representative under the terms of said Will; petitioner Linda Knight Jones was nominated as the alternate Personal Representative.
5. That Petitioner Linda Knight Jones testified that she would renounce her nomination to serve as alternate Personal Representative so this Court could consider the appointment of Bea Whitten, Esquire, as the Special Administrator; Attorney Whitten has consented to continue to serve as Special Administrator should this Court so order.
6. That creditors have filed claims against the Estate of Norman Robert Knight, Jr.
7. That during trial, Mildred Cummings Knight testified that she had violated previous Orders issued by the Charleston County Probate Court.

8. That during trial, Mildred Cummings Knight testified that she withdrew and spent funds from banking accounts and credit cards notwithstanding Orders issued by the Charleston County Probate Court prohibiting her from doing so.
9. That the Charleston County Probate Court held Mildred Cummings Knight in contempt because of her unauthorized withdrawal of funds, and she was subsequently incarcerated for said contempt.
10. That Mildred Cummings Knight had counsel representing her during some of the prior violations.
11. That during trial, Mildred Cummings Knight testified that she was unaware of any creditors' claims against her late husband's estate.
12. That Mildred Cummings Knight's sole witness, Nancy Cook, licensed professional counselor, testified that Mildred Cummings Knight understood her duties pursuant to Orders of the Charleston County Probate Court and that Mrs. Knight "was aware of what she was doing" when she violated the Orders.

LAW AND ANALYSIS

I. Standing

That pursuant to § 62-1-201 of the South Carolina Probate Code, Petitioner Linda Knight Jones has standing to initiate the appointment of a Personal Representative. As the named alternate nominee for Personal Representative in the Decedent's will, Petitioner Linda Knight Jones could be appointed Personal Representative if the primary nominee was unwilling or unable to serve. Therefore, in this Court's discretion, Petitioner Linda Knight Jones is deemed an "interested person" and thus has standing to bring this action.¹

II. Qualification of Personal Representative

This Court has the authority to disqualify a nominee for Personal Representative upon finding such nominee unsuitable to serve, even if the nominee has statutory priority. Section 62-3-203(e)(3) of the South Carolina Code states that a person is unqualified to serve as Personal Representative if the Court finds him or her "unsuitable in formal proceedings." (Further, in the case of *In re McClam's Estate*, 245 S.C. 315, 140

¹ Of note, no objection was made to Robert Knight, III (son of the Decedent who is not named in the will) participating in the trial.

S.E.2d 478 (1965), the court found that "the Judge of Probate may deny administration to the person first entitled under the statute if upon the showing made before him he is satisfied that such person is not properly qualified.")

In addition to weighing the evidence presented at the hearing, this Court has carefully observed and noted the demeanor and attitude of Mildred Cummings Knight, finding her to be uncooperative and often argumentative. This Court has observed her verbal and non-verbal actions, including gestures, facial expressions, and tones of voice to weigh against her arguments for appointment. Mrs. Knight testified that she viewed the prior orders as stealing (her money) and that she chose to disregard the orders. Mrs. Knight made no apologies for her prior violations of court orders. Her actions in the court room, as well her admitted actions in the past, do not lay the foundation necessary to convince this Court that she will fulfill the fiduciary responsibilities expected of a Personal Representative. In fact, due to her numerous previous and admitted willful violations of prior probate court orders, Mrs. Knight has demonstrated that she is unfit to serve in the capacity of Personal Representative.

Also being taken into consideration by this Court for the limited purpose of impeaching the character of Mrs. Knight are previous Court Orders dated July 20, 2005 (Charleston County Probate Court, Exhibit #2), September 20, 2005 (Charleston County Probate Court, Exhibit #3), June 2, 2006 (Charleston County Probate Court, Exhibit #4), September 5, 2007 (Charleston County Family Court, Exhibit #5), each of which find that Mrs. Knight willfully violated a court order. "One of the highest causes [for denying a person the right to serve as administrator] would be that the person applying was without character upon which to base a trust." *Ex parte Small*, 69 S.C. 43, S.E. 40 (1904). Mrs. Knight has demonstrated a pattern of violations of court orders, and has therefore, in this Court's discretion, compromised her ability to be trusted with the roles and duties of Personal Representative.

As previously noted, Petitioner Linda Knight Jones has renounced her right to serve as alternate Personal Representative, and therefore, the Court must now turn to the next option available.

III. Appointment of Special Administrator

A Special Administrator may be appointed when such appointment is necessary to preserve the estate or to secure its proper administration, including situations where a general Personal Representative cannot or should not act in such capacity. S.C. Code § 62-3-614(2). Any proper person may be appointed as a Special Administrator. *Id.* at § 62-3-615(b). In this case, the Testator's intent as to the disbursement of the estate will best be realized by the appointment of a Special Administrator who will properly administer the estate.

The purpose of any will is to dispose of property which the Testator owns according to the Testator's intent. *Bankers Trust of South Carolina v. Truesdale*, 269 S.C. 191, 237 S.E.2d 45 (1977). Bea Whitten's prior performance as interim Special Administrator in this matter, coupled with her previously given consent to continue in the position, makes her the ideal choice to serve as Special Administrator and to effectuate the administration of the Testator's will in accordance with his intent.

CONCLUSIONS

1. This Court has subject matter jurisdiction of the issues contained herein and personal jurisdiction over the parties.
2. The parties hereof received timely notice of the hearing.
3. Due to her willful violations of previous court orders, Mildred Cummings Knight is not qualified to serve as Personal Representative for the Estate of Norman Robert Knight, Jr.
4. Linda Knight Jones has renounced her right to serve as alternate Personal Representative for the Estate of Norman Robert Knight, Jr.
5. The appointment of a Special Administrator is both necessary and appropriate in order to protect the estate, to ensure proper administration, and to serve the best interest of the parties.

Therefore, it is **ORDERED, ADJUDGED AND DECREED** that:

- A. Bea Whitten, Esquire, shall be appointed as Special Administrator for the Estate of Norman Robert Knight, Jr. to serve without bond.
- B. The Special Administrator has the power of a general Personal Representative pursuant to S.C. Code § 62-3-617.

- C. The Special Administrator shall keep records of her time devoted to this matter and shall submit a bill for her fees and costs to this Court at the conclusion of the Estate. The fees and costs shall be paid from the Estate, upon Court's approval, pursuant to the South Carolina Probate Code.
- D. The appointment of Bea Whitten, Esquire, as the Special Administrator shall terminate pursuant to S.C. Code § 62-1-401.
- E. The Special Administrator shall not be personally liable for claims against the Estate of Norman Robert Knight, Jr. or expenses incurred by the late Norman Robert Knight, Jr. before or after his death.

IT IS SO ORDERED!

Mary Blunt
Mary Blunt, Judge
Dorchester County Probate Court

15th day of December, 2008
St. George, South Carolina

1 Now, our contention is, of course, that there
2 definitely can't be an attorney/client privilege if
3 you've got the guardian in the case -- because the
4 lawyer represented Ms. Tonney. He did not represent
5 Mr. Kaufman, so there's no attorney/client privilege
6 right there. It's killed. So we ask that that be --

7 THE COURT: Who is Walter Kaufman?

8 MR. WHIPPER: Walter Kaufman was a guardian.

9 THE COURT: Okay. All right.

10 MR. WHIPPER: Court appointed guardian.

11 THE COURT: All right. So did you ever find out
12 what was redacted?

13 MR. WHIPPER: No, Your Honor. We never found out.

14 THE COURT: So the judge wouldn't unredact the
15 copies is what you're saying?

16 MR. WHIPPER: That's right, Your Honor. And so
17 that -- I mean, our theory -- what we needed to do, we
18 couldn't develop our case as a result of that.

19 THE COURT: Did you offer to -- did you raise that
20 at trial, or when was that raised as far as redacted
21 and offering this letter?

22 MR. WHIPPER: It was raised -- yeah, we objected
23 to it -- we objected to the admission of the letter at
24 trial. And we -- we raised the issue before and then
25 --

1 THE COURT: And you objected to the -- raised the
2 admissibility of the letter because it was redacted; is
3 that correct?

4 MR. WHIPPER: That's correct.

5 THE COURT: Why don't you think it should have
6 been admissible other than the redaction?

7 MR. WHIPPER: Well, I have to tell you that's the
8 only reason.

9 THE COURT: That's the only reason. Okay. All
10 right. I'll be glad to hear you as to why you think
11 that was not an error of law, in not allowing the
12 unredacted copy of the letter. Obviously, in my
13 opinion, if they sent it to a third party, Walter
14 Kaufman, that waived any attorney/client privilege, if
15 it was attorney/client privilege to begin with.

16 MR. GIBSON: Well, Your Honor --

17 THE COURT: I mean, when you publish it to a third
18 party, it's waived.

19 MR. GIBSON: I agree, but he intended, Your Honor,
20 that was something --

21 THE COURT: Pardon?

22 MR. GIBSON: Take it beyond that, something that
23 you questioned about the issue of the relevancy in that
24 my client filing the request to be reimbursed as to the
25 expenses she incurred, that particular letter in issue

1 there?

2 MR. WHIPPER: Yes, sir.

3 MR. GIBSON: The check to Bishop-Gadsden is, Your
4 Honor.

5 THE COURT: Page 197?

6 MR. WHIPPER: Page 197.

7 THE COURT: All right. Okay. There is a redacted
8 check.

9 MR. WHIPPER: That's one of them.

10 THE COURT: All right. It looks like the last
11 four digits of the account number and -- not even the
12 routing number is redacted. I mean, nothing was
13 redacted except the last four digits of the account
14 number.

15 MR. WHIPPER: Yeah.

16 THE COURT: Now, please tell me what's wrong with
17 that?

18 MR. WHIPPER: Your Honor, that was after we had a
19 motion where we argued about the fact that -- if you
20 look at 197 --

21 THE COURT: I mean, why you -- you got the checks,
22 so why did you need it? It tells you who it was to,
23 the date it was to, the account number, and everything.

24 MR. WHIPPER: Well, that's what I'm saying, Your
25 Honor, that's after something else had happened in the

1 court. He's trying to make it look like this is how it
2 was initially. But early on in the case, this name,
3 where you see Queeny account there, Judge, that Queeny
4 account was blackened out. And I think the financial
5 management account -- or maybe even Smith Barney was
6 blackened out. And then when we --

7 THE COURT: Well, the check I'm looking at, the
8 only thing that's redacted is the last four digits of
9 the account number.

10 MR. WHIPPER: But, Your Honor, because that's --
11 I'm putting what was used after our pretrial motions,
12 where all of this happened. See, there were pretrial
13 motions that talked about the fact that the wrong
14 information -- or there was information that was
15 misleading as to what the check was all about. And in
16 those motions, the judge ordered that that black stuff
17 come off of that named Queeny account --

18 THE COURT: Well, what does that have to do -- why
19 would that make these checks relevant once the -- you
20 saw the true check? Why was it relevant and why did
21 the judge make an error of law in not admitting these
22 checks is my question --

23 MR. WHIPPER: No, here's what the judge -- the
24 judge made an error of law is not allowing us to see
25 the account's -- the activity in the account that these

1 checks came from.

2 THE COURT: Well, I thought you said you got the
3 checks?

4 MR. WHIPPER: No, Your Honor, we did not.

5 THE COURT: All you got is that one check?

6 MR. WHIPPER: No. These three checks right here,
7 but we did not get the account. We asked for the
8 account -- activity on the account.

9 THE COURT: Okay.

10 MR. WHIPPER: For a certain period of time. That
11 was in our subpoena. And we didn't get that. And the
12 only reason we didn't get it is because the Court
13 didn't want to accept the position that that
14 information could help us defend on this claim.

15 THE COURT: Okay. All right. Let's move on. I
16 think I understand y'all's argument on that.

17 MR. WHIPPER: Then -- then later on, Your Honor --

18 THE COURT: Let's talk about the automatic stay
19 from the defense standpoint.

20 MR. WHIPPER: Your Honor, from the defense
21 standpoint, that's them --

22 THE COURT: Well, first of all before you --

23 MR. WHIPPER: Judge, there's one other point in
24 this redaction thing that was important --

25 THE COURT: What is it?

1 --

2 MR. GIBSON: Page nine of Mr. Whipper's brief.

3 THE COURT: All right. He's on -- I'm on page
4 eight of his brief.

5 MR. GIBSON: Go the next page please.

6 THE COURT: Number -- page nine?

7 MR. GIBSON: Yes, sir. And right below the case
8 citation n.b. con -- the sentence following that, Your
9 Honor, says the representation in this fact pattern was
10 a nonstatement and omission that caused Ms. Knight to
11 think that she was not in jeopardy so that she
12 acquiesced in the arrangement. So there is no
13 statement. There is nothing for the individual to rely
14 on. There is no allegation of any kind of fraud.
15 There is no statement made. There is nothing
16 whatsoever presented to the Court that would constitute
17 as fraud.

18 THE COURT: Okay. Mr. Whipper.

19 MR. WHIPPER: Please the Court, Your Honor. We
20 were -- since the Court didn't agree with our issue on
21 the summons, we were allowed to proceed under the old
22 statutes. So we elicited testimony from everybody,
23 went forward with the case. And then the Court asked
24 us to make closing arguments. And we made closing
25 arguments. And in those closing arguments, we did

1 point out what we thought was happening from the
2 testimony relative to the fraud. And the court
3 ruled -- didn't rule for us. So we made it -- we
4 brought it to the court's attention what we thought was
5 going on, but the court did not agree with us.

6 Secondly, to not -- in -- in the testimony from
7 the stand, there -- the guardian and the conservator
8 are under court orders to discuss all of their major
9 decisions and movements with the wife of the decedent.
10 And they are both -- everybody admitted that they did
11 not discuss this particular financial arrangement and
12 other arrangements with Ms. Knight. They just -- they
13 didn't do it.

14 Now, admittedly, there was a strained
15 relationship, but no one wrote her in these notes. Ms.
16 Tonney wrote everybody, but didn't write her mother.
17 Never said, mom, you know, I'm going to look for y'all
18 to pay me back; anything. No one -- and it's clear. I
19 don't think anybody in the court here today will say
20 that that's not what was heard from the testimony.

21 So what we are saying then is that everybody did
22 tra-la-la-la-la, and you can name any statement you
23 want, but there was tra-la-la-la-la, they told Ms.
24 Knight what they wanted to tell her, but they never
25 told her. And guess what, you're going to have to pay

1 some money at the end of the day. And so we say that
2 that falls squarely into the requirement of fraud and
3 the inducement, because she went right along with what
4 she thought was the situation.

5 THE COURT: So, basically, what you're saying is,
6 Mrs. Tonney did perform certain -- I guess Chloe Knight
7 Tonney did perform certain services for the deceased,
8 but never informed the decedent that she was expecting
9 compensation?

10 MR. WHIPPER: That's right. And we have two
11 deceased now, because --

12 THE COURT: Pardon?

13 MR. WHIPPER: When you say the decedent --

14 THE COURT: Well, I'm talking about -- it would be
15 the estate of the -- I guess Norman Robert Knight;
16 right?

17 MR. WHIPPER: That's correct, Your Honor. His --
18 his widow --

19 THE COURT: His widow was Martha Knight, and she
20 died -- I guess she was -- was she the Executor or the
21 --

22 MR. WHIPPER: At one point --

23 THE COURT: -- personal representative?

24 MR. WHIPPER: She was.

25 THE COURT: I guess they should say between Tonney

1 Norman, and approximately 2008 for Mildred.

2 Q. Now, around the care of senior citizens
3 and the elderly, what are some of the standards
4 that you observe and follow?

5 A. I wish to give my patients the best
6 possible help they can have. My standard is I
7 would think a standard of excellence and
8 compassion.

9 Q. You have had an opportunity to look at
10 some of the documents here --

11 A. Not at length.

12 Q. But you have had the opportunity to
13 understand a little bit about the medical issues of
14 Mr. Knight, his leaving home and being placed in a
15 nursing home?

16 A. Yes, but that was after my tenure as
17 his physician.

18 Q. What is your opinion about the
19 importance of home healthcare as opposed to care
20 away from the home?

21 A. I will answer the question first. It
22 would be the preponderance, vast majority of the
23 good physicians, that a couple should remain
24 together as long as they are getting adequate home
25 care, adequate medical care in the home setting.

1 There are so many reasons for this.

2 Q. And they are?

3 A. They are: familiarity with the home,
4 familiarity with one another. The death rate among
5 elderly when they are separated or due to death,
6 that mortality rate is phenomenally high once one
7 of the two partners, particularly when the wife
8 dies. The husband generally lives less than
9 one year. Some people say less than six months.
10 But most importantly, it's the familiarity of where
11 they have lived. I am always recommending home,
12 always recommending home care if nursing home or
13 assisted living home care can be avoided, plus
14 there is the giant cost involved where families
15 often lose everything they have ever had to
16 excellent centers like Bishop Gadsden here in town.
17 They are excellent, but you still go broke. My
18 general feeling is home care is preferred unless
19 there is some medical reason why home care cannot
20 be provided.

21 Q. Now, when was your last contact with
22 Mr. Knight?

23 A. I have looked at my records. In South
24 Carolina and in the nation, we are only required to
25 keep records for seven years. So I know it was

1 to take. He needed someone to really be with him.

2 That's what skilled care is, 24 hours.

3 Q. So what kind of costs are we talking
4 about if you are not at Bishop Gadsden?

5 A. Well, the first thing that you look at,
6 whether you can stay at home. That's what most
7 people are looking at now, whether I can keep Mom
8 and Dad at home. Now, costs like that, you would
9 have somebody -- the going rate at this time is
10 probably about \$17 an hour. Back then it could
11 have been 15 or so, but let's say \$17 an hour. But
12 you would need someone there 24/7 because he had --
13 he had needed bladder and bowel -- he had no
14 control over those two things. That's where the
15 lift came in.

16 Q. I see. Now, was there any indication
17 to you about what his condition was in 2006?

18 A. I looked back. I believe in 2006 he
19 still needed assisted living, assisted. I don't
20 know what what level. By 2007, he needed skilled
21 care, because at some point he got a little
22 combative with taking his medicine and, you know,
23 spitting out food and things like that, so he
24 needed someone with him 24 hours a day.

25 Q. Now, what would be the main challenges

1 for him -- I mean, for people caring for him if
2 they wanted to do home care?

3 A. Well, if his weight -- that's where the
4 Hoya lift and the other lifts come in, and I
5 noticed that his weight was about 130 pounds. You
6 know, we have people -- I have a resident now who
7 is 200 pounds, and he doesn't have a lift, but it
8 takes four people to transfer him. At his weight,
9 130 pounds, he could have one person transferring
10 him. If he can stand, that makes it easier to
11 transfer you to the shower and then having all of
12 the equipment that you needed, like a shower chair
13 and a wheelchair, but Medicare pays for those kinds
14 of equipment.

15 Q. Medicare?

16 A. Yes, and I believe Tricare. I
17 looked -- he was in the military at one time.

18 Q. Yes, that's correct.

19 A. And he would probably -- did qualify
20 for Tricare, and there are -- the military also has
21 what they called aid and attendant. If there is
22 someone who needs to go to skilled care, be able to
23 help you with that. It is a process that you go
24 through. But he was a veteran, and I believe he
25 was a veteran of the Second World War, if I am not

1 mistaken. I'm not sure.

2 Q. So then let's talk about these levels
3 of care. What do you know -- what are you thinking
4 about -- if you are not at Bishop Gadsden, how much
5 are you spending, if there is a range?

6 A. At skilled nursing, the minimum that
7 you are probably going to pay is at least three to
8 four thousand dollars at a skilled care, and it
9 doesn't matter what place you are in, it's the
10 quality of care that you are going to receive from
11 the facility. You know, you can be in a fancy
12 place or you cannot. Some of the service is the
13 same, but it doesn't matter about the place. It is
14 the people that are taking care of you.

15 Q. So what would be your reaction knowing
16 that Mr. Knight was being cared for at home?

17 A. If he had all of the supplies -- if he
18 had everything that he needed, like I said, someone
19 there -- first of all, he needed someone there
20 to -- the most important thing was his medication
21 and have knowledge of medication. In the state of
22 South Carolina, even in an assisted living
23 facility, you do not need a nurse there because
24 they take it as you're being at home, and a nurse
25 wouldn't necessarily be at home. So a layperson,

1 if taught how to do the medicine, if he needs
2 someone to take his medication, assist him with
3 bathing, all of his daily activities, and possibly
4 someone there to take him to the doctors'
5 appointments, I am not sure about that, but it has
6 been done and is being done because some people
7 retire early and stay home now and take care of
8 their parents.

9 Q. Now, when it comes to what you do, I
10 think you said you opened Savannah House. What
11 kinds of things do you look for when you look at a
12 facility or look at a home situation?

13 A. Well, I have done quite a bit of that.
14 Well, you look at the physical -- first of all, you
15 look at the physical building, you know, to make
16 sure -- things like DHEC does because we have to be
17 licensed. They come and do a thorough inspection,
18 you know, of all of the places because now people
19 are really particular about where they place their
20 loved ones. So looking at the physical building,
21 talking to the staff, if possible, having an
22 interview with the administrator, talking about the
23 levels of care they offer, and there is like an
24 a la carte. You can get extra things that you pay
25 another couple of hundred dollars, or you want

1 questions, you know, and was filling out forms.
2 Daddy signed something for her when I got there,
3 and she thought everything was fine. The house was
4 nice and clean. Everybody was being taken care of,
5 and she left.

6 Q. All right. And the allegations were
7 found to be unfounded; is that correct?

8 A. Yes, sir.

9 Q. How did all of that make your mother
10 and father feel?

11 A. Well, that June and July of 2004,
12 that's when they saw how my sisters were using that
13 power of attorney, and then that's when -- after we
14 saw the Bumgardner letter, we went to see Susan
15 Dunn. She is an attorney that I knew, and she
16 couldn't help us, but she sent us to see Suzanne
17 Croft, who revoked the power of attorney. So that
18 happened on June -- end of June of 2004. And then
19 the DSS people came, and then the petition for
20 probate came.

21 Q. Take a look at that document.

22 A. Yes, sir.

23 Q. So what is that?

24 A. That's the revocation that was done by
25 Suzanne Croft for Mildred C. Knight.

1 as well.

2 THE COURT: Offer of proof on what?

3 MR. WHIPPER: On the relevance of the
4 agreements made. I have one other witness coming
5 in who may be able to provide the order for us.

6 THE COURT: Well, if you have other
7 testimony that will show some sort of relevance,
8 but this testimony is not relevant. I have already
9 ruled on that.

10 Q. Now, when you all took care of your
11 father, how did you manage his care?

12 A. Well, going back to the end of 2003, we
13 put a new roof on the house. Daddy worked with us
14 and the crew. Daddy broke his hip at Linda Jones's
15 house in January of 2004. That's how he ended up
16 in the hospital, and when he got out of the
17 hospital and came home, you know, the same thing
18 you would do with anybody else who had just
19 finished with a broken hip. He had a walker. He
20 needed help in and out of the bathroom, bathtub.
21 He came to the kitchen to eat his meals, and Mama
22 took care of him, had a lady that stayed at the
23 house in the daytime, Maria. They were on my
24 payroll. We had a gentleman that worked in the
25 yard, worked on the other house most days of the

1 made out to her and daddy, which brought it up to
2 around 110,000. So 54,000 of that was Mildred
3 Knight's. Charlie had been spending the payment
4 for the three lawyers by October 20th, and I think
5 that had been reduced by about half.

6 Q. What was the understanding about how
7 their assets were to be divided?

8 A. Fifty-fifty.

9 Q. All assets, and that was understood at
10 the Probate Court?

11 A. Yeah.

12 Q. And ordered through the Probate Court?

13 A. Right, everything was Mama's and
14 Daddy's, half and half, even though they were
15 staying together, but I think Mr. Vincent used a
16 50-50 thing. That was to determine how much was
17 left to be put in a conservatorship account. Mr.
18 Vincent said that in the second paragraph.
19 Actually it turned out to be about \$64,000.

20 MR. GIBSON: Your Honor, I object to
21 relevancy. I thought you made it clear we were not
22 going to retry other cases. That's what I am
23 hearing.

24 THE COURT: That is what I am hearing,
25 the two pages. Neither of them have been admitted

1 court-ordered settlement, I can look at the order
2 and determine whether it has any relevance to this
3 proceeding.

4 MR. WHIPPER: I don't have the order,
5 but it is a part of the file.

6 THE COURT: If all we are going to hear
7 is testimony of this witness relating testimony he
8 heard at trial, and we are going to get excerpts
9 from transcripts that are uncertified, I am going
10 to sustain Mr. Gibson's objection, and I am not
11 going to allow any more testimony regarding these
12 proceedings that you are questioning the witness
13 about. So let's go on to the next subject.

14 MR. WHIPPER: Your Honor, I have
15 copies -- I have copies of the transcript, your
16 Honor for October 6th. It is not certified.

17 THE COURT: Well, unless you have a
18 court order showing a settlement that is relevant
19 to these expenditures by this claimant, I am not
20 going to allow the testimony. So that's done.
21 Let's go ahead and move on to the next subject.

22 MR. WHIPPER: All right, and so that
23 was the understanding and so it was a part of what
24 you were doing then, is that, and, your Honor, at
25 some point I want to make an offer of proof on that

1 answered that none of Louise Reynolds' funds were
2 used for payment, so why is it necessary to know
3 the whereabouts of Ms. Reynolds?

4 MR. WHIPPER: Your Honor, because we
5 want to make sure that none of her money was used
6 in that account.

7 THE COURT: What more are you going to
8 get from this witness other than the question you
9 have asked?

10 MR. WHIPPER: Where is Ms. Reynolds?

11 THE COURT: Yes.

12 MR. WHIPPER: That is what I want.

13 THE COURT: Why is that relevant today?

14 MR. WHIPPER: Your Honor, we need to
15 know where Ms. Reynolds is so we can verify that
16 none of that money has been used in this account.

17 THE COURT: Well, the witnesses are
18 before the Court. Today is the day of the merits
19 hearing.

20 MR. WHIPPER: I understand, your Honor,
21 and that is part of it. Everybody's credibility
22 can be probed into.

23 THE COURT: This is your opportunity to
24 probe into it. Answer the question. I will give
25 you that question, and that's that on that subject.

1 Q. Where is Ms. Reynolds now?

2 A. I am very hesitant to answer that
3 question because your client has a history of
4 sending people to wherever Ms. Reynolds might live.

5 THE COURT: I am going to interrupt
6 right now. - I would like to see both counsel in
7 chambers. We are taking a brief recess.

8 (A recess transpired.)

9 THE COURT: We are back on the record.
10 The last question is disallowed, and the objection
11 is sustained. Mr. Whipper, is there anything
12 further to the subject of the location of
13 Ms. Reynolds or the subject of discovery that you
14 wish to say for the record?

15 MR. WHIPPER: Your Honor, no other
16 questions for Ms. Tonney, no major questions on the
17 ruling, I understand the ruling, and perhaps as we
18 move forward, your Honor, we can get a clearer
19 understanding of what some of our pretrial
20 discussions were. Certainly I don't think that
21 would affect what we need to do today, or keep us
22 from what we need to do.

23 THE COURT: As I mentioned just now, I
24 think there is a clear deadline on discovery in
25 this matter. I think it was clearly communicated

1 Q. And when he made payment to Mr.
2 Vincent, were you making a payment to give for your
3 father, or were you making a payment as a necessary
4 expense for your father with the expectation of
5 being reimbursed?

6 A. As a necessary expense and certainly
7 with the expectation of being reimbursed as my
8 father did have enough assets to pay for these
9 things. They were tied up.

10 Q. When you would get invoices from
11 Mr. Vincent, would you correspond either in writing
12 or telephone call with Iris Albright to determine
13 what Family Service can pay on behalf of your
14 father and what you can pay on behalf of your
15 father?

16 A. Yes. Ms. Albright and I stayed in
17 fairly regular communication regarding expenditures
18 for Daddy, whether it be for legal expenses or care
19 to determine what amount she had available in terms
20 of his cash flow that she could pay on any given
21 month and what would be helpful if I made up the
22 difference.

23 MR. GIBSON: Your Honor, at this time I
24 will move this both collectively as Petitioner's
25 Exhibit Number 4.

1 Q. And was that made as a gift or with the
2 expectation of being reimbursed for the necessary
3 expenses?

4 A. Made with the expectation of being
5 reimbursed.

6 Q. And then with regard to services on
7 9/18/07, it had a telephone conference and it is
8 redacted?

9 A. Yes.

10 Q. Do you know what has been redacted?

11 A. I do not recall.

12 Q. Did you attempt to find an original
13 invoice to see what had been there?

14 A. I did. Actually this is what I had. I
15 had redacted on the original, or the copy, and I
16 have had three water events, flooding events in my
17 home, so some documents I no longer have.

18 MR. WHIPPER: Your Honor, I am going to
19 move this as Petitioner's Exhibit Number 6.

20 THE COURT: Well, just to possibly
21 forestall an objection, I am going to have to make
22 the same ruling. I anticipated an objection to the
23 redacted portion. I previously ruled on that, but
24 it should not be redacted, so that particular line
25 item which totaled \$106 will have to be reduced

1 father wasn't able to pay for it in the end, she
2 would be willing to be responsible, and she would
3 guarantee it, and I thought that sounded like a
4 ideal situation for my ward, so even if he didn't
5 have the money, that's what his daughter wanted for
6 him, and it was obviously the best thing for him.

7 Q. Did you believe that served his best
8 welfare?

9 A. Yes, I did.

10 Q. Had Mr. Knight's quality of life at
11 Bishop Gadsden improved?

12 A. I believe so, yes.

13 Q. How often did you visit Mr. Knight?

14 A. I would have to give you an estimate,
15 Mr. Gibson, but I would say probably every other
16 week or so. He had so much contact with his two
17 daughters, who saw him on a daily basis, if not
18 daily, a near daily basis -- I would say each of
19 them saw him three or four times a week, and Linda
20 Knight Jones, who lived on James Island, was local
21 and the time, and Ms. Tonney, even though she was
22 in Atlanta, she would come nearly weekly or every
23 other week at least to see their father's
24 condition, and they would let me know if they found
25 he needed something, and we would discuss his care.

1 Petitioner's Exhibit Number 7. Is this indeed the
2 letter you are referring to?

3 A. Yes, it is.

4 Q. Did you have any objection to the
5 arrangement that Ms. Tonney made with Family
6 Services?

7 A. No, I did not.

8 Q. Ms. Albright, did you feel that it was
9 necessary for Ms. Tonney to pay legal fees on
10 behalf of her father?

11 A. Mr. Knight did not have the funds to
12 pay these fees and maintain his care.

13 Q. And do you know what happened by way of
14 the Family Court action?

15 A. Yes. There was an order issued that
16 Mr. Knight was to pay half of his civil service
17 funds to Mrs. Knight.

18 Q. And as a result of that, did that have
19 an impact on his financial ability to live at
20 Savannah House as well as Bishop Gadsden?

21 A. It did.

22 Q. As a result of that financial burden,
23 you made contact with Ms. Tonney?

24 A. Yes.

25 Q. For assistance?

1 A. She did buy personal items for him and
2 furniture.

3 Q. And was that necessary expense for
4 Mr. Knight?

5 A. Yes, it was.

6 Q. And do you know to your knowledge
7 whether Mr. Knight had any clothes or any medicine
8 taken with him to Savannah House?

9 A. My understanding was that Mr. Knight
10 was removed from the home with just the articles of
11 clothing he wore.

12 Q. And was there an understanding between
13 you and Ms. Tonney as to any money that she had
14 spent on behalf of her father would be treated as a
15 loan?

16 A. Yes.

17 Q. Was there a discussion between you
18 Ms. Tonney with regard to the legal fees that
19 Ms. Tonney was paying to Thad Vincent on behalf of
20 her father?

21 A. Ms. Tonney submitted a letter to me
22 saying that she had paid Attorney Vincent's fees
23 and that she was considering it a loan and that it
24 was prime plus two.

25 Q. And that is what has been marked as

1 Q. You describe yourself in your contract
2 with Ms. Hall as being the court-appointed
3 conservator with power of attorney. Where is the
4 power of attorney? Where did that come from?

5 A. I think that may have been language
6 typed on the form. I don't think I wrote that.

7 Q. Is it your position then that although
8 you made these decisions to spend the money that
9 you did spend, is it your opinion that this in fact
10 should be adopted by your father's estate?

11 A. Yes, I am asking for reimbursement. My
12 father had the assets to pay for his care. They
13 were not available to him.

14 Q. Is it your opinion also that your
15 father would approve of leaving his wife without
16 any means of support?

17 A. My father didn't leave his wife without
18 any means of support.

19 Q. It is my understanding from what
20 Ms. Albright testified to that at the time of your
21 father being removed from the home, that his wife
22 was only receiving about \$100 per week of support.
23 My understanding is that your father and mother
24 were married for fifty something years, they were
25 very close, they had always done things together,

1 discovered just recently, is it not?

2 A. I actually didn't have a recollection
3 of it. I don't dispute Ms. Hall's recordkeeping,
4 but that is a refund that was made two years after
5 my father's death.

6 Q. And there was no other legal work done
7 in the two years?

8 A. Not by Ms. Hall.

9 Q. And it is your opinion your only motive
10 for making this claim is because -- and tell me
11 again -- the only motive is you just want to be
12 paid back; is that correct?

13 A. I expended the funds that I did with
14 the expectation of being reimbursed for them, and
15 my father had then and he has now the assets to
16 cover those expenses.

17 Q. It is my understanding you have never
18 approached your brother or your sister about
19 sharing the bill, have you?

20 A. No.

21 Q. Now, let me make sure, that you are
22 making these claims on your behalf; is that
23 correct?

24 A. That's right.

25 Q. I have looked at a lot of these checks.

1 THE COURT: Well, in that case,
2 Mr. Whipper, I think we might be able to resolve
3 this simply by having that marked for
4 identification only without having it admitted in
5 evidence. It is more in the nature of argument on
6 behalf of Ms. Tonney, or a summary, or summation,
7 if you will, and if you would rather him wait in
8 closing argument and submit it then. It is more of
9 a summation.

10 MR. WHIPPER: It doesn't matter, your
11 Honor.

12 THE COURT: Okay. Well, just to keep
13 the record straight, let's go ahead and receive
14 that or have it marked for identification only as
15 Petitioner's Exhibit 20 without admitting it into
16 evidence, okay? So this will be marked as
17 Petitioner's Exhibit 20 for identification only.

18 (PETITIONER'S EXH. 20, REIMBURSEMENT
19 BREAKDOWN, was marked for identification only.)

20 MR. GIBSON: I have no further
21 questions, your Honor.

22 THE COURT: Mr. Whipper, you have the
23 floor for cross-examination.

24 CROSS-EXAMINATION

25 BY MR. WHIPPER:

1 BY MR. GIBSON:

2 Q. Ms. Tonney, what was your relationship
3 to Norman Knight, Jr.?

4 A. He was my father.

5 Q. Okay. And throughout your lifetime did
6 you have a good relationship with him?

7 A. I did. I always had an excellent and
8 very close relationship with both of my parents
9 actually.

10 Q. To jump ahead, was there a probate
11 proceeding initiated in regard to your father?

12 A. Yes.

13 Q. And if you would tell the Court what
14 was the nature of the probate proceeding starting
15 when it was filed, if you can recall.

16 A. Yes. That was in August of 2004, and I
17 became aware that my father was subject to a number
18 of what I deemed atrocities in terms of physical,
19 financial, and psychological abuse.

20 Q. As a result of the action, was a
21 guardian as well as a conservator appointed?

22 A. Yes.

23 Q. And who was the guardian appointed?

24 A. The initial guardian was my mother.

25 Q. And did she remain the guardian?

1 disallow the question and sustain the objection.

2 Q. The television that was bought at Best
3 Buy, where is that television now?

4 A. That television is in the garbage. It
5 was damaged in a flood in the storage unit.

6 Q. Okay.

7 THE COURT: For clarification, where
8 was the storage unit?

9 A. It was on Folly Road near Bishop
10 Gadsden, public storage.

11 THE COURT: You may continue, Mr.
12 Whipper.

13 Q. It is my understanding that your father
14 didn't wear blue jeans. You are telling us he
15 started wearing blue jeans?

16 A. Yes, he did. He had to have a specific
17 type of pants for physical therapy that had elastic
18 in the waist, and he was also very cold-natured,
19 and those were heavy pants.

20 Q. Now, your claim for \$132 from Harris
21 Teeter -- so am I understanding now that vitamin
22 E, is that something that was prescribed for
23 Mr. Knight?

24 A. Yes.

25 Q. Vitamins and kids' scissors?

1 Citadel. Where is that now?

2 A. That is also destroyed. It was on the
3 floor of the public storage unit, and when we went
4 back, it was mildewed.

5 Q. You don't deny that the reason
6 Mr. Knight was moved from his home was because of
7 visitation issues?

8 A. Visitation issues and concerns around
9 his care. No one really knew how my father was
10 doing.

11 Q. Now, what did you do about the medical
12 visits? Did you make sure he took care of all of
13 those?

14 A. Yes, we did. Once he moved to Bishop
15 Gadsden, he had a physician there in addition to
16 his outside physicians.

17 Q. As I look through the bills and the
18 invoices, is there any reason why you haven't
19 submitted a bill for the storage unit?

20 A. Because I couldn't find it.

21 Q. You mentioned that there was a refund
22 of some sort on the fees for Mary Ann Hall; is that
23 correct?

24 A. That's right.

25 Q. And that was something that you

1 Q. And what was that decision?

2 A. The decision was that he should have
3 representation.

4 Q. Did that include as to Thad Vincent and
5 Mary Ann Hall?

6 A. Yes, Mr. Vincent and Ms. Hall.

7 Q. Why did you feel that Mr. Knight needed
8 legal representation?

9 A. It might be a lawyer bias, but I think
10 anybody involved in a Family Court case should be
11 represented.

12 Q. And you had no objection to Ms. Tonney
13 assisting her father with financial responsibility?

14 A. No, I didn't.

15 Q. In all of the payments and action
16 undertaken by Ms. Tonney, was it for the benefit
17 for her father?

18 A. Yes, absolutely.

19 Q. Did Ms. Tonney keep in touch with you
20 in discussion of what would be best for her father?

21 A. All of the time.

22 Q. And did you have the authority to
23 refuse his admission to Bishop Gadsden?

24 A. Yes, I did.

25 Q. And why did you feel it would be best

1 Q. So, if the guardian knowing that he
2 would need clothing, he would need furnishings,
3 knowing that he has these things available to him
4 in his home, you didn't feel that you should get
5 any of it; is that correct?

6 A. No, that is not correct.

7 Q. Okay. Do you feel that since these
8 things are available to him, that it's better to
9 spend money for additional items?

10 A. They weren't available to him,
11 Mr. Whipper.

12 Q. And certainly you know that if you are
13 under an automatic stay, that you shouldn't be
14 acting?

15 A. I know that now, Mr. Whipper.

16 Q. Okay. Now, you had no concern about
17 the value or how much would have to be spent from
18 this estate in order to have him at Bishop Gadsden?

19 A. No, sir, because Ms. Tonney wanted the
20 best for her father. She was willing to guarantee
21 the best for her father, so I had no objection to
22 that being provided to him.

23 Q. So you're thinking Ms. Tonney was going
24 to bear the cost; is that right?

25 A. No, my thinking was that if he didn't

1 Q. You describe yourself in your contract
2 with Ms. Hall as being the court-appointed
3 conservator with power of attorney. Where is the
4 power of attorney? Where did that come from?

5 A. I think that may have been language
6 typed on the form. I don't think I wrote that.

7 Q. Is it your position then that although
8 you made these decisions to spend the money that
9 you did spend, is it your opinion that this in fact
10 should be adopted by your father's estate?

11 A. Yes, I am asking for reimbursement. My
12 father had the assets to pay for his care. They
13 were not available to him.

14 Q. Is it your opinion also that your
15 father would approve of leaving his wife without
16 any means of support?

17 A. My father didn't leave his wife without
18 any means of support.

19 Q. It is my understanding from what
20 Ms. Albright testified to that at the time of your
21 father being removed from the home, that his wife
22 was only receiving about \$100 per week of support.
23 My understanding is that your father and mother
24 were married for fifty something years, they were
25 very close, they had always done things together,

1 almost hand in glove. Do you think your father
2 would want your mother to live on \$400 a month?

3 A. She didn't live on \$400 a month. She
4 had access to other income and assets.

5 Q. As a part of the Family Court matter,
6 do you understand that documents are submitted that
7 state the income of both sides? Are you aware of
8 that?

9 A. I am.

10 Q. Did you ever see any documents that
11 identified what your mother's income was at that
12 time?

13 A. I don't recall that I did.

14 Q. Ms. Tonney, it is no secret that you
15 and your brother have a terrible relationship at
16 this point; is that correct?

17 A. Yes, we live by two different moral
18 codes.

19 Q. As a matter of fact, you said two
20 different moral codes. Isn't it true that while
21 your brother was living with your mother and your
22 father, they were there together; isn't that true?

23 A. Yes.

24 Q. Your brother, your mother, and your
25 father, they were together?

1 MR. GIBSON: Your Honor, I am going to
2 object to DSS. I don't understand any relevancy to
3 a DSS matter.

4 THE COURT: Overruled.

5 A. I seem to recall that there was a
6 report made at some time. I don't recall the
7 details of it.

8 Q. You don't recall that it was determined
9 to be unfounded?

10 A. No, sir. I just recall that there was
11 one. I don't recall anything about it. I think
12 that was before I was involved, as far as I know.

13 Q. And what I understand you to say today
14 is that there were some issues around visitation?

15 A. Yes, sir.

16 Q. And that is why you did what you did;
17 is that correct?

18 A. There was a lot of issues around
19 visitation, Mr. Whipper, and I guess it would
20 depend on whose visitation with who that you are
21 talking about.

22 Q. We are not going to go all the way into
23 that. My next question to you is that you were
24 aware that the order appointing you and some other
25 orders were under appeal; isn't that true?

1 A. Once they were under appeal, I was
2 aware that they were under appeal, yes, sir.

3 Q. And during the time that these orders
4 were under appeal, you took action; isn't that
5 true?

6 A. Yes, sir, I did. There was no order
7 ever sought by any counsel in the lower court, in
8 the Probate Court, seeking to say that I shouldn't
9 continue, and Mr. Knight was an incapacitated
10 person, and I believed he needed continued
11 protection.

12 Q. Now, you were present back in September
13 or October for a hearing in front of Judge Young,
14 weren't you?

15 A. Yes, I was.

16 Q. At that time, Judge Young in fact told
17 you that you had no status in this case?

18 A. Yes, sir, he did, and I sort of
19 expected at that time that Mr. Bobby Knight and
20 Mrs. Mildred Knight's counsel would go to the
21 Probate Court and have someone appointed to protect
22 Mr. Knight. That didn't happen.

23 Q. It is my understanding from the order
24 that all guardians and all conservators who are in
25 place would remain in place. That is what the

1 it looks like 2007.

2 Q. And do you have a bottom line figure in
3 there of I think 215,000?

4 A. His net monthly income is \$5,728.27.
5 His monthly expenses were \$8,363, and the assets
6 with the other assets that were involved, his total
7 was \$215,852.23. This was the total value of
8 property and an annuity, a couple of annuities.

9 Q. Okay. Now, generally you get your
10 clients from the court referrals; is that correct?

11 A. That's correct.

12 Q. Are there any sort of people who walk
13 in right off the street and ask you to do what you
14 do?

15 A. Nobody wants to do what I do. Nobody
16 wants me to have to do that for them because you
17 are taking away their freedom.

18 Q. It is generally court involvement?

19 A. Right.

20 Q. This 215,000 figure, that figure was
21 before the beginning of the Family Court matter; is
22 that correct?

23 A. This figure was as of September 5th,
24 2007.

25 Q. And at that time, what types of

STATE OF SOUTH CAROLINA

COUNTY OF: CHARLESTON AND/OR
DORCHESTER

IN THE MATTER OF: Estate/Norman R. Knight, Jr

IN THE PROBATE COURT

STATEMENT OF CREDITOR'S CLAIM

CASE NUMBER: 2008-ES-10-0409 in Charleston Co Probate
Court; when transferred to Dorchester Co Probate Court,
08-ES-18-00-402

Decedent's Date of Death (if known): 11 March 2008

Decedent's Last Mailing Address: Family Services Inc. c/o Ms. Iris Albright, 4925 LaCross
Road, Suite 215, North Charleston, SC 29406

Creditor: Chloe Knight Tonney

Address: 2655 Lake Road
Tucker, GA 30084

Telephone: 770.414.5224

Basis of claim:

The decedent, Norman R. Knight, Jr., was my father. Funds were expended for his legal protection, as well as legal representation for his court-appointed guardian in probate, family, circuit and the Supreme Court of S.C. Funds were also expended to cover the costs of food, shelter, skilled nursing care, personal care items, furniture, and wardrobe replacement for Norman R. Knight, Jr.

Amount of claim \$ 61,249.46

Date claim will become due (if not already due): _____, 20

Nature of uncertainty as to amount of claim and due date, if any:

Description of any security as to claim:

Signature: _____

Title: _____

Date: 15 January 2009

INSTRUCTIONS: Claims must be filed with the Probate Court of this county and delivered or mailed to the Personal Representative appointed to administer the estate (see section 62-3-803, 62-3-804, and 62-3-806 on next page.)

FILED

DEC 13 2013

EXHIBIT A

PROBATE COURT
BEAUFORT COUNTY, SC

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
IN THE PROBATE COURT FOR
THE FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2012-ES-07-998
: 2008-ES-10-409

IN RE: ESTATE OF NORMAN R. KNIGHT, JR.)

AMENDED COMPLAINT
(Removal of Special Administrator)

ex. rel. Norman R. Knight, III, and
Estate of Mildred C. Knight,

COMES NOW, NORMAN R. KNIGHT, III, alleging and complaining as follows:

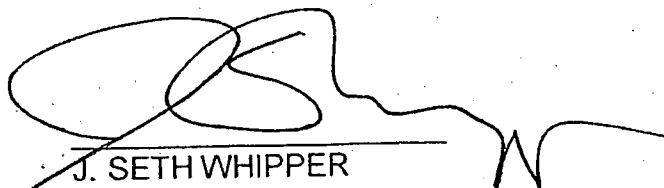
1. Petitioner is the successor devisee of the Estate of Norman R. Knight, Jr.
2. Beatrice E. Whitten is the Special Administrator for the Estate of Norman R. Knight, Jr. and will be referred to herein as the Respondent.
3. Petitioner is informed and believes that Beatrice E. Whitten should be replaced as the Special Administrator of the Estate of Norman R. Knight, Jr. for the following reasons:
 - A. the Special Administrator does not want to interact directly with Norman R. Knight, III or any lay persons associated with Mrs. Knight;
 - B. the Special Administrator is estranged from the issues influencing and informing the substance of the conflicts in this matter;
 - C. the Special Administrator has not acted to recover property rightfully belonging to the Norman R. Knight, Jr. Estate in that there are motor vehicles titled to Mr. Knight, Jr. that are being left in the possession of family members who are not devisees cost free;
 - D. the Special Administrator is not actively attempting to effect the intentions of the testator in providing for his devisees;
 - E. Special Administrator has not verified payment of funeral expenses and has wrongfully disbursed on A&G annuity.

4. Petitioner has attempted to communicate with the Special Administrator and was denied access to the Special Administrator.

Having fully pled his desires, the Petitioner asks for the following relief:

- A. the Special Administrator be removed and the Petitioner be appointed to complete the administration of his father's estate;
- B. Such other relief as the Court deems just and proper.

WHIPPER LAW FIRM



J. SETH WHIPPER
P. O. Box 70070
North Charleston, South Carolina 29415
(843) 740-777 Fax (843) 740-9108
ATTORNEYS FOR MOVANT

North Charleston, South Carolina

December 7, 2013

STATE OF SOUTH CAROLINA)	IN THE PROBATE COURT
COUNTY OF CHARLESTON)	CASE NO. 2008ES1000409 (Charleston)
)	CASE NO. 2012ES0700998 (Beaufort)
)	
)	
)	
IN THE MATTER OF ESTATE OF)	MOTION FOR NEW TRIAL AND TO ALTER OR
NORMAN R. KNIGHT, JR.)	AMEND THE JUDGEMENT
_____)	

TO: HONORABLE KENNETH E. FULP, JR.: CLERK; BEATRICE E. WHITTEN: C. MAC GIBSON:

PLEASE TAKE NOTICE that Judy Brown, Personal Representative for the Estate of Mildred C. Knight and Norman R. Knight, III, by and through the undersigned counsel, hereby move for a new trial and to alter or amend the judgment issued in the Court's Orders of July 11, 2013 regarding the disallowance of Chloe Tonney's claim against the Norman R. Knight, Jr. Estate, and the Petition for Removal of the Special Administrator therein.

This motion is found on the following basis:

NEW TRIAL

1. The Special Judge appointment must conform to the same standards and legal requirements as applied to the Probate and Associate Judge regarding residency and territorial jurisdiction. The Special Judge must be a qualified elector of the county having jurisdiction of the decedent's estate. The Special Judge herein is not a qualified elector of Charleston County and therefore all orders of the Special Judge are void and a nullity. The orders of July 11, 2014 must be vacated and a new trial granted on all petitions.

ALTER OR AMEND

2. Allowance of Claim:

FILED

JUL 28 2014

**PROBATE COURT
BEAUFORT COUNTY, SC**

- a. The Court failed to regard the record on the existence of the automatic stay on the appeal of the August, 2005 Orders and the appeal of the August, 2007 Order;
 - b. The Court failed to consider the lack of compliance by the Conservator (Family Services, Inc.) and the alleged Guardian (Walter Kaufman) in acting without consulting with Mildred Knight as directed by the Probate Court appointment;
 - c. No testimony was offered to establish the sequence for the timelines of the claim filings;
 - d. The Court failed to consider any of the testimony of Movants' professional witnesses who testified forthrightly and based on relevant and profound experience with the subject matter, the parties, and the facts;
 - e. Tonney has not purged her actions of the misleading abuse charges made against Mildred C. Knight and Bobby Knight, therefore lacking the clean hands necessary for recovery;
 - f. The Court's findings numbered 5,6,7,9, and 10 were not presented during the trial of this claim;
 - g. The Court's finding numbered 25 does not consider that Albright told Tonney, Mr. Knight's estate could not afford the Bishop Gadsden Home or Thad Vincent's attorney's fee, and Tonney's actions were unilateral and not bargained for consideration.
3. Removal of Special Administrator:
- a. The Court erred in finding that the Special Administrator had removed the Lis Pendens as ordered in July, 2013;
 - b. The Court failed to consider the process for transferring title to automobiles after the death of the owner;

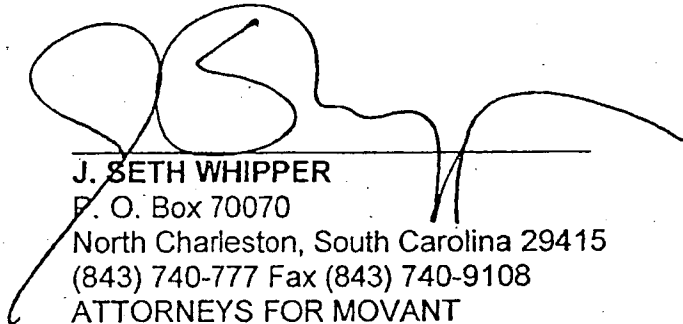
- c. The Court failed to consider the Special Administrator's failure to withdraw the Lis Pendens;
- d. The Court failed to consider the lack of evidence establishing the alleged transfer of the 1995 automobile belonging to Norman R. Knight, Jr.;
- e. The Special Administrator offered Movants no evidence of notice of her receipt of the AIG annuity payment.

Movants request that the court reconsider these issues and disallow the claims of Tonney and remove the present Special Administrator.

This Motion is based on the jurisprudence, statutes and rules of practice for State of South Carolina.

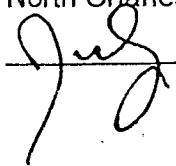
PLEASE BE PRESENT to argue if you are so minded.

WHIPPER LAW FIRM



J. SETH WHIPPER
P. O. Box 70070
North Charleston, South Carolina 29415
(843) 740-777 Fax (843) 740-9108
ATTORNEYS FOR MOVANT

North Charleston, South Carolina

 July 24, 2014

8-1-2011
4:04pm

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE PROBATE COURT

CASE NO: 2008-ES-18-0402
2011-LP-10-1615

BEATRICE WHITTEN, as)
Special Administrator of the)
Estate of NORMAN ROBERT)
KNIGHT, JR.,)
Petitioner,)

LIS PENDENS
3940 Hottinger Avenue
3932 Hottinger Avenue

vs.)
Heirs to the Estate of NORMAN)
ROBERT KNIGHT, JR.,)
Respondents.)

FILED
2011 AUG - 1 PM 3:53
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

NOTICE IS HEREBY GIVEN that an action has been commenced by Beatrice Whitten, as Special Administrator of the Estate of Norman Robert Knight, Jr., against the above-named respondents for the authorization of the Probate Court to the Petitioner to sell the decedent's interest in the property described in the Petition for the purposes therein stated.

The property covered and affected by the above said Petition at the time of the filing of this Notice is described as follows:

3932 Hottinger Avenue, North Charleston, South Carolina, 29405

ALL THAT LOT of land, known and designated as Lot No. 62 in the Subdivision known as Whipper Barony, as shown on a plat thereof made by Joseph Needle, C.E., dated April 10, 1948, and recorded in the Charleston County R.M.C. Office in Plat G, Page 48, and having such shape, size, dimensions and boundaries as shown upon said plat.

TMS 470-14-00-132

BEING the same property conveyed to Norman R. Knight, Jr. by deed of Louise May Reynolds, dated March 25, 1999, and recorded on March 31, 1999 at the RMC Office for Charleston County in Book N-323 at Page 148.

AND

3940 Hottinger Avenue, North Charleston, South Carolina, 29405

ALL THAT LOT of land, known and designated as Lot No. Sixty-three (63) in the Subdivision known as Whipper Barony, in the County of Charleston, South Carolina, as shown on a plat thereof made by Joseph Needle, C.E., dated April 10, 1948, and recorded in the

Charleston County R.M.C. Office in Plat G, Page 48, and having such shape, size, dimensions and boundaries as shown upon said plat.

TMS 470-14-00-133

BEING the same property conveyed to Norman R. Knight, Jr. by deed of Adela Hottinger Geils, dated January 24, 1950, and recorded on January 24, 1950 at the RMC Office for Charleston County in Book Q-051 at Page 203.



ATTORNEY FOR PETITIONER

Beatrice E. Whitten

1110A Queensborough Blvd.

Mount Pleasant, SC 29464

843-881-1399

Mount Pleasant, South Carolina

Date: July 27, 2011

BEATRICE E. WHITTEN
Attorney and Mediator
1110 Queensborough Blvd. Suite A
Mount Pleasant, SC 29464

Phone (843) 881-1399

Fax (843) 881-6695

July 28, 2011

Charleston County Clerk of Court
Court of Common Pleas
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Estate of Norman Robert Knight, Jr.
Case No.: 2008-ES-18-0402
2011-LP-10-_____

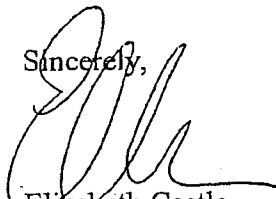
Dear Madame Clerk:

Enclosed please find the original and two copies of a Lis Pendens for filing, regarding the above-entitled estate, with a \$10.00 check for the filing fee. I have enclosed an envelope for you to send the filed copies back to me.

If you should have any questions, do not hesitate to call me or email me at libby@beawhitten.com. Thank you!

With kind regards, I remain

Sincerely,



Elizabeth Castle
Paralegal

Enclosures (as stated)

cc: Dorchester County Probate Court (via facsimile only: 843-832-0222).
J. Seth Whipper, Esquire (via facsimile only: 843-740-9108)
C. Mac Gibson, Jr., Esquire (via facsimile only: 843-225-6208)

THE VINCENT LAW FIRM, L.L.C.
834 SAVANNAH HIGHWAY
P.O. Box 31842
CHARLESTON, SOUTH CAROLINA 29417-1842

Claims #1
No Signature

THAD H. VINCENT
KATHLEEN MORASKA FERRI

(843) 769-6600
FAX (843) 402-0119

November 30, 2006

Mrs. Chloe Tonney
2655 Lake Road
Tucker, GA 30084

RE: Mildred Knight v. Norman Robert Knight, Jr.
Case No.: 06-DR-10-3999

Dear Chloe:

This letter is written to confirm our payment arrangement on the above-referenced matter. I have agreed to represent your father in this matter at a reduced hourly rate of \$200.00. Monthly statements will be mailed to you and Family Services. You have agreed to be fully responsible on a monthly basis for any and all charges which are not paid by Family Services.

If this letter accurately sets forth our agreement, I would ask that you sign and return a copy of it to my office.

Sincerely,

Thad H. Vincent
Thad H. Vincent

THV/cm

000043

THE VINCENT LAW FIRM, L.L.C.

834 SAVANNAH HIGHWAY

P.O. Box 31842

CHARLESTON, SOUTH CAROLINA 29417-1842

*Claims #2
No Objections*

THAD H. VINCENT

KATHLEEN MORASKA FERRI

(843) 769-6600

Fax (843) 402-0119

July 9, 2007

Mrs. Chloe Tonney
2655 Lake Road
Tucker, GA 30084

RE: Mildred Knight vs. Norman Knight, Jr.

Dear Chloe:

Enclosed please find a copy of the most recent bill that has been sent out on behalf of your father. We are already under the impression that Iris Albright does not have the money to pay the bill. Before we started this matter, you assured me you would take care of the bill yourself. I am asking you to do that at this stage, and I will send the bills directly to you. I would appreciate you taking care of this at the earliest possible time.

As you are aware, we have your mother's deposition scheduled for 1:00 p.m. on Wednesday, July 11, 2007. Please advise if you plan on attending.

Sincerely,

Thad H. Vincent

Thad H. Vincent

THV/(lg)

Enclosure (as stated)

000044

THE VINCENT LAW FIRM, L.L.C.

834 SAVANNAH HIGHWAY

P.O. Box 31842

CHARLESTON, SOUTH CAROLINA 29417-1842

#3
Clement
w/o objection

THAD H. VINCENT

KATHLEEN MORASKA-FERRI

(843) 769-6600

Fax (843) 402-0119

October 16, 2007

Mrs. Chloe Tonney
2655 Lake Road
Tucker, GA 30084

Walter R. Kaufmann, Esq.
P.O. Box 1173
Mt. Pleasant, SC 29456-1173

RE: Mildred Knight vs. Norman Knight, Jr.

Dear Chloe and Walter:

Mr. Knight's bill has now approximated \$2800.00. I think we are all aware of the craziness involved in all of this.

I am unwilling to go any further in this case without getting paid the balance that is owed and getting a retainer of \$5000.00. This is no one's fault other than [REDACTED], but these matters do have to be dealt with.

I want to make sure that everyone understands that I represent Norman Knight, Jr. in the family court matter. I cannot represent Chloe in anything in the family court matter. Obviously, Chloe and Norman's interests should be the same, but I represent Norman, Jr. in the family court matter. In the probate court matter, I represent Chloe and Linda.

I would appreciate phone calls from you and possibly we can have a conference call.

This matter gets worse rather than better.

Sincerely,



Thad H. Vincent

THV/lg
Enclosure

000045

2 does
claims #4

The Vincent Law Firm, L.L.C.
834 Savannah Highway
Post Office Box 31842
Charleston SC 29417-1842

Norman R. Knight, Jr.
c/o Iris Albright
Family Services, Inc.
4925 Lacross Road, Ste 215N
North Charleston SC 29406

March 13, 2007

In Reference To:

Knight v. Knight

Invoice #12450

Professional services

	<u>Hrs/Rate</u>	<u>Amount</u>
11/8/06 Telephone conference with Mack	0.30 200.00/hr	63.60
11/27/06 Telephone conferences with client & Albright re: temporary hearing; Review fax from Albright; Note to attorney	0.70 65.00/hr	48.23
11/28/06 Letter to Mack	0.20 200.00/hr	42.40
11/29/06 Telephone conferences with Chloe; Preparation of Answer and Counterclaim; Review probate orders	3.40 200.00/hr	720.80
12/1/06 Telephone conference with Tonney re: hearing	0.20 65.00/hr	13.78
12/4/06 Telephone conference with Kaufman re: affidavit & financial declaration; Fax to Albright; Telephone conference with Tonney	0.50 65.00/hr	34.45

000036

Norman R. Knight, Jr.

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
12/4/06 Telephone conference with Mack re: amending pleadings	0.20 200.00/hr	42.40
12/5/06 Conference with Tonney	0.20 200.00/hr	42.40
12/6/06 Letter to court - Notice Appearance	0.30 200.00/hr	63.60
12/13/06 Telephone conferences ~~REDACTED~~ ~~REDACTED~~	0.10 200.00/hr	21.20
1/4/07 Letter to opposing counsel	0.20 200.00/hr	42.40
1/8/07 Telephone conference with Mack	0.10 200.00/hr	21.20
1/17/07 Telephone conferences with & letter to Judge Landis, Ben Mack, Walter Kaufman & Tonney	1.00 65.00/hr	68.90
1/18/07 Preparation of Order of Continuance	0.50 65.00/hr	34.45
1/31/07 Telephone conference with Tonney re: status	0.10 200.00/hr	21.20
2/1/07 Letter to Tonney re: hearing date	0.20 65.00/hr	13.78
2/27/07 Court Appearance	1.80 200.00/hr	381.60
For professional services rendered	10.00	\$1,676.39
Additional charges:		
1/22/07 Clerk of Court - Filing Fee - Ck #6588		25.00
Total costs		\$25.00

000037

Norman R. Knight, Jr.

Page 3

Amount

Total amount of this bill

\$1,701.39

Balance due

\$1,701.39

pk
5.3.1

NOTE: These charges include an office expense fee of six (6%) percent.

CHLOE KNIGHT TONNEY
MEMBER OF ST. JOHN'S CH.
STONE MOUNTAIN CO. 30000

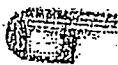
5264

29 April 2007

PAID TO THE VINEYARD LAW FIRM

ONE THOUSAND SEVEN HUNDRED ONE AND 39/100

\$ 1701.29



GEORGIA TELCO
CREDIT UNION

Chloe Knight Tolley

12610711381710130048

5264

000068

Claimants #5
w/objection

Norman R. Knight, Jr.

Page 3

	<u>Amount</u>
6/11/07 Clerk of Court - Filing Fee - Ck #6893	25.00
Total costs	\$50.00
Total amount of this bill	\$1,588.06
Previous balance	\$1,701.39
5/3/07 <u>Payment - thank you</u>	(\$1,701.39) <i>pd</i>
Balance due	\$1,588.06

000039

Clamants' #6
w/objective

The Vincent Law Firm, L.L.C.
834 Savannah Highway
Post Office Box 31842
Charleston SC 29417-1842

Norman R. Knight, Jr.
c/o Iris Albright
Family Services, Inc.
4925 Lacross Road, Ste 215N
North Charleston SC 29406

October 15, 2007

In Reference To:

Invoice #12650

Knight v. Knight

Professional services

	<u>Hrs/Rate</u>	<u>Amount</u>
9/5/07 Court Appearance for RTSC	2.50 200.00/hr	530.00
Telephone conference with Mack	0.10 200.00/hr.	21.20
9/18/07 Telephone conference [REDACTED]	0.50 200.00/hr	106.00
10/1/07 Serve all parties with RTSC Order	0.60 65.00/hr	41.34
10/10/07 Telephone conference with Chloe	0.10 200.00/hr	21.20
For professional services rendered	3.80	\$719.74
Previous balance		\$2,081.90
Balance due		\$2,801.64

NOTE: These charges include an office expense fee of six (6%) percent.

000041

061000146
11/09/2007
6613096058

This is a LEGAL COPY of
your check. You can use it
the same way you would
use the original check

2002/60/11 11/09/2007
083765201
0530002061 19020006503

CHLOE K. TONNEY LINDA K. JONES 3831 ACCOUNT 2552 LAKE DR. TUCKER, GA 30084		64-99/111 1812291
PAY TO THE ORDER OF <u>The Vincent Law Firm</u>		DATE <u>24 October 2007</u>
<u>Two thousand eight hundred one and 64/100</u>		\$ <u>2801.64</u>
 MOUNTAIN STATE BANK A Division of Mountain States Bank		DOLLARS <u>0</u>
SIGNATURE <u>Chloe Knight Tonnez</u>		

000053

Chloe Knight Tonney
2655 Lake Road
Tucker Georgia 30084

No Objection
Claimant #7

24 October 2007

Ms. Iris Albright
Family Services Inc.
4925 LaCross Road, Suite 215
North Charleston, S.C. 29406

RE: Norman R. Knight, Jr.

Dear Iris:

Enclosed are copies of two invoices from The Vincent Law Firm for legal fees generated by the Family Court action brought by my mother, Mildred C. Knight against my father, Norman R. Knight, Jr. Since the Family Court divided my father's monthly income on a temporary order, and no court has made any provision for my father's care or legal expenses to be paid through court-ordered liquidation and/or division of assets, he does not have enough income to pay for his care, medicines, or legal expenses. As a result, I consider that the current amount of \$2801.64 paid to The Vincent Law Firm shall constitute a loan from me to my father at the current prevailing interest rate of 7.75% prime plus 2% (9.75%).

As you know, I have also paid previous legal and personal care expenses related to my father's present situation. Current legal invoices #12587 and #12650 along with a copy of my check #1131 made payable to The Vincent Law Firm are attached for your records.

I trust that as my father's assets are freed for his highest and best use, that you will consider reimbursing me for these expenditures or support any future claims on my behalf concerning my father's care and legal protection expenses.

With best regards,

Chloe Tonney
Chloe Knight Tonney

cc: Thad Vincent, Esq.
Linda Knight Jones

000050

Mary Ann Hall, P.C.
Attorney at Law

Claims #8
w/o obj

3 Broad Street, Suite 400 • Charleston, South Carolina 29401
Phone 843.377.1341 • Fax 843.377.1344
Email: mah@hallmarweims.com

December 14, 2007

Chloe Tonney
2655 Lake Road
Tucker, GA 30084

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO
THE UNIFORM ARBITRATION ACT, § 15-48-10- § 15-48-240, S.C. CODE ANN.

PERSONAL AND CONFIDENTIAL

Dear Ms. Tonney:

Our rules of professional conduct require that all fee agreements between lawyers and their clients must be in writing. This letter shall serve to confirm the fee arrangement for the handling of your father's domestic matter. You, as court-appointed Conservator with Power of Attorney, are entering into this contract on behalf of your father, Norman Knight. This fee agreement is for the purpose of divorce, alimony, equitable distribution and attorney's fees. Your father was previously represented by Thad Vincent, Esq. in this domestic matter.

You have been charged a retainer fee of \$5,000, against which I will bill. You agree that when your trust balance falls below \$1,000, you will pay me an additional \$5,000 within ten days of your receipt of a bill showing your trust balance has fallen below \$1,000. No notice will be sent to you; it is your responsibility to make retainer payments under the terms of your fee agreement. You agree to continue to pay additional retainers each time your credit balance falls below \$1,000. In the event your case should be set for trial, you agree to pay me an additional \$5,000 retainer within ten days from the date of setting your trial. Because of the nature of domestic relations cases, I have adopted a strict policy that these retainers must be timely paid. My policy mandates that I withdraw as counsel and terminate the attorney-client relationship if the additional retainers are not promptly received by me. You, therefore, understand that it will be a basis for me to withdraw as your counsel if these funds have not been promptly deposited with me.

You will be billed at my hourly rate of \$250 per hour for my time and \$85 per hour for my paralegal, Toni Roberson. In the event I should change either my or my paralegals' hourly rate, the new rates shall be effective and deemed substituted in this letter.

000046

In addition to my and my paralegals' hourly rates, you will also be billed for any costs incurred. Customary costs may include filing fees, service fees, copy costs, long distance telephone calls, depositions fees, etc. You will be billed on a monthly basis for both fees and costs, and remittance is expected as set forth herein.

In addition, in the event of a settlement, at the conclusion of the case in Family Court, or as part of your action for attorney's fees to be awarded by the Court against your spouse, we will mutually agree or the Family Court will determine, as against your spouse, any additional fees to be charged based on the result obtained in your case and the other factors considered under South Carolina law.

In the event that litigation results in attorney's fees being awarded by the Court from your spouse, these fees will be reimbursed to you provided that your account is current. That is, you will only pay fees for actual work which I have performed. However, if fees are awarded and your balance is not current, then I will first pay off any balance owed me and any excess will be reimbursed to you.

The fee arrangement contemplated is for the completion of the present legal services to be performed. The fee arrangement does not contemplate the handling of any collateral or ancillary lawsuits, such as foreclosures or suits by creditors (which frequently arise from marital obligations) or the handling of appeals to either the South Carolina Supreme Court or the South Carolina Court of Appeals. Should any of these possibilities materialize, it will be necessary for us to negotiate an appropriate fee arrangement for the handling of those cases.

Any controversy, dispute, or claim arising out of or relating to my fees, charges, performance of legal services, obligations reflected in this letter, or other aspects of our representation shall be resolved through binding arbitration in Charleston County, South Carolina in accordance with the rules then in effect of the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction thereof. You acknowledge that by agreeing to arbitration, you are relinquishing your right to the following: bring an action in court; to a jury trial; to a judge bound by the Code of Ethical Conduct; to full discovery proceedings; to certain evidentiary rules; and to a right to findings based on the evidence with explicit legal reasoning. Additionally, you acknowledge that by agreeing to arbitration your ability to appeal adverse decisions will be curtailed and costs of the proceedings may be higher than a court case.

Please review the above paragraphs closely and, if this letter accurately reflects the agreement reached in my office, please sign the enclosed copy of this agreement as your acceptance of the terms of my employment and return both pages to me in the enclosed self-addressed, stamped envelope provided for that purpose.

If you do not understand the fee arrangement or do not believe it to accurately reflect our

000047

Chloe Tonney
December 14, 2007
Page 3

agreement, please contact me at once. I trust, however, that you will find it appropriate.

Yours very truly,


Mary Ann Hall

I hereby acknowledge and accept the fee arrangement as set forth herein.

12/26/07
Date

Chloe Tonney
Chloe Tonney

000043

Claims #9
w/o ch

Amount: \$4,900.00
Account: 17005
Bank Number: 06100005

Sequence Number: 1152635055
Capture Date: 12/28/2007
Check Number: 3364

CHLOE KNIGHT TONNEY
FREDERICK R. TONNEY JR.
PH. 770-414-5224
2655 LAKE ROAD
TUCKER, GA 30084-2348

3364

Date 12/26/07

64-5610 GA
288

Pay to the Order of Mary Ann Hall, P.C. \$ 5000.00

Five thousand and 00/100 Dollars

Bank of America



Bank of America Advantage

ACH R/T 001000052

For Retainer Chloé K. Tonney

⑆061000052⑆ 00017005 3364 ⑆0000500000⑆

000050

Mary Ann Hall, P.C.
Attorney at Law

1816 Belgrade Avenue, Suite 101 • Charleston, South Carolina 29407
Phone 843.377.1341 • Fax 843.377.1344
Email: mah@mahlawfirm.com

September 24, 2010

By U.S. Mail:
Chloe Tonney
2655 Lake Road
Tucker, GA 30084

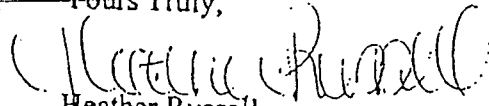
RE: *Knight vs. Knight*
2006-DR-10-3999

Dear Ms. Tonney:

Please find enclosed your trust refund check number: 0923 in the amount of \$1,808.03. Ms. Hall will retain the file for seven years. Should you require any documents please let me know as soon as possible.

It has been a pleasure for our office to assist you and please do not hesitate to contact us should you require assistance in the future.

Yours Truly,


Heather Russell,
Legal Assistant to Mary Ann Hall

/her
Enclosures as stated

Mary Ann Hall, P.C.
1816 Belgrade Avenue, Ste. 101
Charleston, SC 29407
843-377-1341
Trust Account

WACHOVIA BANK, NA
67-778/532

0923

9/24/2010

PAY TO THE ORDER OF Chloe Tonney

\$ 1,808.03

One Thousand Eight Hundred Eight and 03/100

DOLLARS

Chloe Tonney
2655 Lake Road
Tucker, GA
30084

MEMO Retainer Refund



000923 053207766 2000761434683 0165

000067

118

Larry #112
w/objection

July 2006

CTH

000017 119

Dear Larry,

My sister, Linda Jones, and I couldn't be more grateful to and the two wonderful gentlemen you sent to see to help move our precious Daddy to Bishop Sadler! You will never fully know how much the extent of your and your employee's kindness meant to us at a time when our plate was truly full. Heartfelt thanks for extraordinary assistance on all fronts! You folks made a real difference for us!

Warmly, Chloe Tonney

0166

CHLOE KNIGHT TONNEY
FREDERICK R. TONNEY JR.
PH. 770-414-5224
2655 LAKE ROAD
TUCKER, GA 30084-2348

2013

Date 7/25/06

64-5/610 6A
288

Pay to the
Order of

Larry Collins

\$ 150.00

One hundred fifty and 00/100

Dollars

Security Features
are indicated
on the back.

Bank of America

Bank of America Advantage®

ACH R/T 051000052

(Invoice # 245643-0)

For

Moving exp. - NKK, Jr.

Chloe Knight Tonney

1006 10000052

2013

©2006 Bank of America

Exhibit #12



I'm Felicity R.. Thank you for allowing me to serve you today.

215 10 6279 06075 028

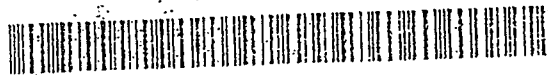
RFN# 0607-5286-2797-0712-1820

PUFFS 132 SHEETS	1A	2.19
PUFFS 132 SHEETS	1A	2.19
PUFFS 132 SHEETS	A	1.38-WAGC
2 @ 2/ 3.00		
WLG UNDRWR36	1A	19.99
WLG UNDRWR36	1A	19.99-VOID
M WLG UNDRWR36	1A	13.99
M WLG BRIEF MX LG32S	1A	13.99
M WLG BRIEF MX LG32S	1A	13.99
M WLG BRIEF MX MD40S	1A	13.99
SUBTOTAL		58.96

A=7.5% SALES TAX 4.42
TOTAL 63.38

VISA
ACCT#*****
CHANGE .00

WAG COUPON SAVINGS: 1.38
YOUR TOTAL SAVINGS: 1.38



907 Folly Road Ste A Charleston, SC
STORE (843)795-5452

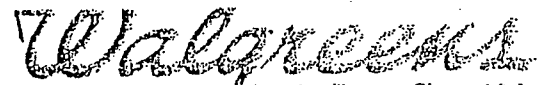
THANK YOU
FOR FASTER SERVICE, CALL IN YOUR
PRESCRIPTION ORDER OR PLACE IT ON
WWW.WALGREENS.COM 24 HOURS IN ADVANCE

WALGREENS PRESCRIPTION SAVINGS CLUB
SAVE ON OVER 3,000 NAME BRAND
AND GENERIC MEDICATIONS.

PLUS, PAY \$12.99 FOR A 90-DAY SUPPLY
OF OVER 150 GENERIC MEDICATIONS.
ASK HOW MUCH YOU CAN SAVE TODAY!

RETAIN THIS RECEIPT FOR YOUR RECORDS

DECEMBER 18, 2007 9:16 PM



I'm Felicity R.. Thank you for allowing me to serve you today.

215 10 3714 06075 027

RFN# 0607-5273-7143-0712-1820

PLMV DSH 130Z	1A	1.79
PLMV DSH 130Z	1A	1.79
PLMV DSH 130Z	1A	1.79-VOID
PLMV DSH 130Z	1A	1.79-VOID
M PLM DSH 130Z	1A	.89
M PLM DSH 130Z	1A	.89
M PLM DSH 130Z	1A	.89
M PLMV DSH 130Z	1A	.89
M PD CRM 90Z	A	2.25
M PD CRM 90Z	A	2.24
1 @ 2/ 4.49		
W/F CL 5.50Z	B	2.99
W/F CAR-MET 5.50Z	B	2.01
1 @ 1/ 2.99 - 2/ 5.00		
F WLG JLY 130Z	1A	3.49
F A&D CRM 160Z	1A	11.99
F A&D CRM 160Z	1A	11.99
PPR TWL 165S	1A	1.69
WHTMN PCN CRWN110Z	1B	8.99
WHTMN PCN CRWN110Z	1B	8.99-VOID
M WHTMN PCN CRWN110Z	1B	4.99
LISTR GL4.2Z	1A	4.99
PFS TIS 216S	1A	2.19
GOETZ CARM13	1B	2.29
WRTH ORG CHWY5.50Z	1B	1.99
CARD 22S	1A	8.99
WLF GRD MN52	1A	11.99
WLG REFST UNDRWR18S	1A	10.99
WLG REFST UNDRWR18S	1A	10.99
WLG REFST UNDRWR18S	1A	10.99-VOID
WLG BRIEF MX MD40S	1A	17.99
WLG BRIEF MX MD40S	1A	17.99
WLG BRIEF MX MD40S	1A	17.99
WLG BRIEF MX LG32S	1A	17.99

WLG BRIEF MX LG32S	1A	17.99-VOID
WLG BRIEF MX MD40S	1A	17.99-VOID
WLG BRIEF MX MD40S	1A	17.99-VOID
WLG BRIEF MX MD40S	1A	17.99-VOID
WLG BRIEF MX MD40S	1A	17.99
WLG BRIEF MX MD40S	1A	17.99-VOID
M WLG BRIEF MX MD40S	1A	13.99
M WLG BRIEF MX MD40S	1A	13.99
M WLG BRIEF MX MD40S	1A	13.99

M WLG BRIEF MX LG32S 1A 13.99
SUBTOTAL 146.59

A=7.5% SALES TAX 9.92
B=1.5% SALES TAX .21
TOTAL 156.72

VISA

155.72

120

000020

0167

~~_____~~

~~_____~~

~~_____~~

~~_____~~

CUSTOMER		
SC 8352 VIC SUNDROP	BLTR	.10-B
SC 5074 VIC COLGATE	TPST	.50-T
SC 8036 VIC FLINTSTONE	GUM	1.30-T
SC 5396 VIC KLONDIKE	BARS	.89-B

CHECK #: 1673

121

clothing

Dillard's

CUSTOMER COPY

276839209 SALE 0023-1 0461035

579-510 724756 MDS 1 47.50

AIGLE (winter coat)

U POP 084950937197 8.500

044211615783 693 1 69.00

MENS CASUAL

U POP 084950937122 8.500

044211615660 693 1 45.00

MENS CASUAL

U POP 084950937130 8.500

095723029773 693 1 4.50

MENS DRESS SHOES

U POP 084950937148 6.500

522-040 2382513 MDS 1 3.50

SOCKS

U POP 084950937189 8.500

522-040 2382513 MDS 1 3.50

SOCKS

U POP 084950937171 8.500

522-040 2382513 MDS 1 3.50

SOCKS

U POP 084950937163 6.500

522-040 2743224 MDS 1 9.00

SOCKS

U POP 084950937155 6.500

SUBTOTAL 185.50

ADDITIONAL 12.06

TOTAL 197.56

01135 VISA

U BANKCARD CHARGE 197.56

M *****

TONNEY/CHLOE KNIGHT

CHANGE DUE 0.00

THANK YOU FOR SHOPPING DILLARD'S

SEE WHAT'S HAPPENING

WWW.DILLARDS.COM/CITADELMALL

CHARLESTON, SC

PHONE 843-556-0080

RETURN POLICY ON BACK OF RECEIPT

02/04/06 16:14

Dillard's

CUSTOMER COPY

389240026 SALE 0022-1 0461067

565-764 394444 MDS 1 18.00

KNIT SHIRTS

HU POP 084953041195 6.500

566-530 371168 MDS 1 18.00

SPORT SHIRTS

HU POP 084953041203 6.500

566-530 358977 MDS 1 18.00

SPORT SHIRTS

HU POP 084953041187 6.500

566-530 371047 MDS 1 18.00

SPORT SHIRTS

HU POP 084953041940 6.500

565-764 394444 MDS 1 16.00

KNIT SHIRTS

HU POP 084953041179 6.500

565-764 394388 MDS 1 16.00

KNIT SHIRTS

HU POP 084953041161 6.500

565-764 394392 MDS 1 16.00

KNIT SHIRTS

HU POP 074228433228 6.500

Dillard's

566-214 303304 MDS 1 16.00

SPORT SHIRTS

HU POP 084953041211 6.500

Dillard's

SUBTOTAL 134.00

SALESTAX 6.71

TOTAL 140.71

008949 VISA

HU BANKCARD CHARGE 142.71

M *****

TONNEY/CHLOE KNIGHT

CHANGE DUE 0.00

THANK YOU FOR SHOPPING DILLARD'S

SEE WHAT'S HAPPENING

0169 WWW.DILLARDS.COM/CITADELMALL

000023

Bedsprad

Dillard's

102150221 SALE 0009-1 0461009

754405252035 773.1 129.00

COMETAS/BLIST. RUFFLES
HU POP 084951310950 6.500

SUBTOTAL 129.00

Dillard's SALE TAX 7.37
TOTAL 136.37

174423 RASTERCARD

NO BANKCARD CHARGE 136.39

TONNEY/CHLOE.K

CHARGE DUE 0.00

THANK YOU FOR SHOPPING DILLARD'S

SEE US AT JOSEPHINE
WWW.DILLARDS.COM

CHARLESTON, SC

PHONE: 843-554-0080

RETURN POLICY ON BACK OF RECEIPT

02/05/06 16:24

000024

Sears

2 pr. portraits

SEARS
CITADEL MALL, SC 02855



RETAIN FOR COMPARISON WITH MONTHLY
STATEMENT OR FOR RETURN OR EXCHANGE

SALESCHECK #
028555148640

TRAN# PG/STORE REG# ASSOC#
8640 99 02855 514 24133

SALE

16 28450071 DENIM, DA MDS 14.98T
16 28448060 DENIM, DAR MDS 14.98T
16 28447060 QTY:2

DENIM, MED W MDSE 29.96T

SUBTOTAL 59.92

TAX 06.500% 3.89

CHECK TENDER 63.81

06/04/06 CASH TOTAL 63.81

RC: 5997-8788-5397-6867

SATISFACTION GUARANTEED
OR YOUR MONEY BACK

A RECEIPT DATED WITHIN 90 DAYS
IS REQUIRED FOR A RETURN OR EXCHANGE
WHICH WOULD BE 09/02/06. OTHER RULES
APPLY. SEE BACK OF RECEIPT FOR DETAILS.
RETURNED MERCHANDISE MUST INCLUDE ALL
COMPONENT PARTS. REFUND WILL BE ISSUED
IN THE ORIGINAL TENDER.

THIS FATHER'S DAY, GIVE DAD
THE SPECIAL GIFT OF PORTRAITS.
SAME DAY PORTRAITS AVAILABLE.
CALL TODAY! 1-888-PORTRAIT

Sears

Sears

Sears

Sears

Sears

Sears

Sears

Sears

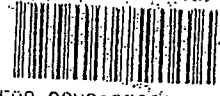
Sears

Sears

1 pr. portraits

SEARS

ATLANTA NORTHLAKE MALL, GA 01



RETAIN FOR COMPARISON WITH MONTHLY
STATEMENT OR FOR RETURN OR EXCHANGE

SALESCHECK #
012750195631

TRAN# PG/STORE REG# ASSOC#
5631 99 01275 019 563

SALE

16 54506076 WMN PNT. TW MDS 19.98T

SUBTOTAL 19.98

TAX 07.000% 1.40

CARD TYPE: SEARS ACCOUNT

ACCT. #:

AUTH CODE:

STATE: GA

01/14/07 SEARS ACCOUNT TOTAL

RC:

CARDHOLDER ACKNOWLEDGES RECEIPT
OF GOODS AND/OR SERVICES IN THE
AMOUNT OF
\$21.38

WITH AMOUNTS AS SHOWN CHARGED
EACH CREDIT CARD IDENTIFIED HERE
AND AGREES TO BE BOUND BY THE TERMS
SET FORTH IN THE CARDHOLDER'S
AGREEMENT(S) WITH THE ISSUER(S)
THOSE CREDIT CARDS.

SATISFACTION GUARANTEED
OR YOUR MONEY BACK

A RECEIPT DATED WITHIN 90 DAYS
IS REQUIRED FOR A RETURN OR EXCHANGE
WHICH WOULD BE 07/13/07. OTHER RULES
APPLY. SEE BACK OF RECEIPT FOR DETAILS.
RETURNED MERCHANDISE MUST INCLUDE ALL
COMPONENT PARTS. REFUND WILL BE ISSUED
IN THE ORIGINAL TENDER.

Sears

Sears

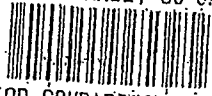
Sears

000025

Sears

Clothes

SEARS
CITADEL MALL, SC 29555



RETAIN FOR COMPARISON WITH MONTH
STATEMENT OR FOR RETURN OR EXCHANGE

SALESCHECK #
028555126586

TRAN# PG/STORE REG# ASSOC#
6586 10 02855 512 2071

SALE

07 54003014 PANTS, AV MDS 14.99

16 28449027 DENIM, MED MDS 14.99

7 53761038 PO PANTS, MDS 14.99

16 29806034 QTY:2

PANT, AVG PQ MDSE 48.00

16 23230060 PANT, SHOR MDS 24.00

SUBTOTAL 116.94

TAX 06.500% 7.60

CARD TYPE: MASTERCARD

ACCT #: [REDACTED]

AUTH CODE: [REDACTED]

02/02/06 MASTERCARD TOTAL 124.54

RC: [REDACTED]

CARDHOLDER ACKNOWLEDGES RECEIPT
OF GOODS AND/OR SERVICES IN THE
AMOUNT OF
\$124.54

WITH AMOUNTS AS SHOWN CHARGED TO
EACH CREDIT CARD IDENTIFIED HEREON
AND AGREES TO BE BOUND BY THE TERM
SET FORTH IN THE CARDHOLDER'S
AGREEMENT(S) WITH THE ISSUER(S) OF
THOSE CREDIT CARDS.

SATISFACTION GUARANTEED
OR YOUR MONEY BACK

A RECEIPT DATED WITHIN 90 DAYS
IS REQUIRED FOR A RETURN OR EXCHANGE
WHICH WOULD BE 05/03/06. OTHER RULES
APPLY. SEE BACK OF RECEIPT FOR DETAILS.
RETURNED MERCHANDISE MUST INCLUDE ALL
COMPONENT PARTS. REFUND WILL BE ISSUED
IN THE ORIGINAL TENDER.

000026

Citadel print

THE CITADEL GIFT SHOP
MSC 110, 171 MOULTRIE STREET
CHARLESTON SC 29409
843-953-5110

6388 PRINT FRAMED DRESS PARA 245.00

Payment Via
VISA 260.93 Subtotal: 245.00
Tax: 15.93
Total: 260.93
Amt Paid: 260.93

PRINT FRAMED
DRESS PARADE
BY STR PRINTS
\$245.00
CITADEL GIFT
9866 3886

VISA
Card Number [REDACTED]
Approval Code [REDACTED]
Charge Amount 260.93
CUSTOMER COPY

Receipt# 13357482
11:40:20 a.m.

reg. 106/56
04 FEB 2006

THANK YOU FOR SHOPPING THE CITADEL GIFT
SHOP. RECEIPTS ARE REQUIRED FOR RETURNS.
CASH REFUNDS ONLY WITHIN 30 DAYS AND
REQUIRE RECEIPT. WE RESERVE THE RIGHT
TO REFUSE A REFUND.

000027

7 y 7 am
BOMBAY

SALE

Cashier: SHIRLEY
Associate: SHIRLEY
Date: Feb 04, 2006
Time: 3:45 PM

Item #	Qty	Price
001853463	1	\$179.00
GALLERY SIDE TABLE-UT		

Sub Total
SALES TAX
Total

Payments:

Visa XXXXXXXXXXXXXXX
Auth. Code

Trans No: 004B10602040025523
Store No: 004B1
4B1 - *CITADEL MALL
2070 SAM RITTENBERG BLVD
Phone No: (843)769-5127



Price adjustments are not available
on holiday or seasonal merchandise
Visit us on the
www.bombaycompany

000028

phone/housewares

housewares / t.v.

WAL*MART

ALWAYS LOW PRICES.

Always.

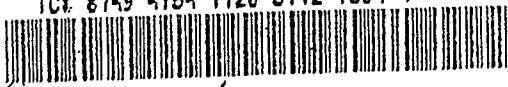
WE SELL FOR LESS
MANAGER LARRY HOOPER
(843) 762 - 9034

ST# 2348 DP# 00001869	TE# 18	TR# 04680
DUPLEX JACK	002661601732	4.24 X
CORDDETANGLE	002661601734	3.96 X
CORDDETANGLE	002661601734	3.96 X
AKP PHONE	001722905248	34.88 X
AKP PHONE	001722905248	34.88 X
SHELF LINER	007535326272	3.97 X
SHELF LINER	007535326272	4.98 X
SHELF LINER	007535326272	3.97 X
SHELF LINER	007535326272	4.98 X
ATOMIX CLOCK	007239713131	14.42 X
VE	005100015318 F	3.42 X
BATTERIES	004133382501	5.36 X
OCN SPRY JCE	003120021007 F	2.43 X
	SUBTOTAL	125.45
TAX 1	6.500 %	8.15
	TOTAL	133.60
	VISA TEND	133.60

ACCOUNT ~~XXXX~~
APPROVAL ~~XXXX~~
TRANS ID -0096034134814827
VALIDATION -BFBV
PAYMENT SERVICE - E
CHANGE DUE 0.00

ITEMS SOLD 13

TC# 8749 4754 1728 5172 1564 4



C. Tony

Buy a big screen TV for the Big Game!
Protect it with a 2 year service plan!
02/02/06 22:45:03

CUSTOMER COPY

WAL*MART

ALWAYS LOW PRICES.

Always.

WE SELL FOR LESS
MANAGER LARRY HOOPER
(843) 762 - 9034

ST# 2348 DP# 00001797	TE# 67	TR# 07888
15 MAG. LCD	003784996552	248.00 X
CC MP TWIN	003137451264	9.94 X
TRAVEL PLW	002569500382	3.53 X
BOUNTY NAP	003700034885	3.00 X
OUST SANITZR	004650002868	2.94 X
COFFEEMAKER	007217922814	14.67 X
BRAWNY 6RL	004200024600	4.47 X
COTT WIPE 42	003600072042	1.94 X
COTT FMW 42	003600072044	1.76 X
COTT FMW 42	003600072044	1.76 X
COFF FILTER	007128747201	0.97 X
BARSOAP	001111132397	2.37 X
AJAX 18FO	003500000856	1.08 X
CUP 32 100CT	004116502532	1.48 X
FOAM CUPS	007129000504	1.07 X
SRV-N-STR 9	001370010007	2.00 X
ROLD GOLD	002840001448 F	2.14 X
	SUBTOTAL	303.12
TAX 1	6.500 %	19.70
	TOTAL	322.82
	VISA TEND	322.82

ACCOUNT ~~XXXX~~
APPROVAL ~~XXXX~~
TRANS ID -0096035845285080
VALIDATION -KPP6
PAYMENT SERVICE - E
CHANGE DUE 0.00

ITEMS SOLD 17

TC# 6328 8936 3910 3084 3188 6



Chloe K. Tony

Buy a big screen TV for the Big Game!
Protect it with a 2 year service plan!
02/04/06 18:29:19

CUSTOMER COPY

000029

Bathroom Items

TUESDAY MORNING, INC.
975 SAVANNAH HIGHWAY, SUITE 254 TS
CHARLESTON, SC 29407
(843) 556-1060
02-04-06 500192 R002

CUSTOMER RECEIPT COPY

2807C TH GDF J	9.99
000006247524	
T-350 SOLID COLOR TW S/S	29.99
000006038717	
CHERRY PMAT	5.99
000005276266	
VANITY TRAY CHROME	9.99
000006125785	

SUB TOTAL	55.96
SALES TAX	3.64
TOTAL	59.60

AMOUNT TENDERED	
VISA	59.60

CARD #1	*****
EXP. DATE	****
AMOUNT	59.60
SEQUENCE NUMBER	*****

TOTAL PAYMENT	59.60
CHLOE KNIGHT TONNEY	

THANK YOU FOR SHOPPING AT
TUESDAY MORNING
EVERYTHING 50% TO 80% OFF

000030

STUCKLY BROTHERS FURNITURE CO.
1113 JOHNNIE OODDS BLVD. E.

Cust ID
9731994

SALES ORDER
41777

MT. PLEASANT SC 29464
(843) 884-2650 / (843) 884-2874 FAX

14:11:27 Order Date: 02/01/2006

Bill Chloe Tonney
to: 2655 Lake Road
Tucker GA 30084

Ship ()
to:
Charleston SC

Code: | Pmt Terms: CASH CUSTOMER
Type: RETAIL | Cust P.O.:
Ref#: 41777 | Orig Nmbr:

Seller(s)
LYNNG

x
x
x
x

Qty Sold	Ordered	Description	Sale Price
1.0000		HM 1023 RECLINER GR-CL2 DOCUMENT CHARTER ADDISON BUSTLEBACK 8	1629.00 02/01/2006

THANK YOU FOR SHOPPING WITH US!! WE APPRECIATE YOUR BUSINESS!!
*) 1/2% INTEREST PER MONTH CHARGE ADDED TO ALL UNPAID BALANCES AFTER DELIVERY.

Page 1
of 1

Last Five Payments Received:
V 1777.49 02/01/2006

Merchandise:	1629.00	State Tax:	63.45
Deliv/Ship:	40.00	City Tax:	25.04
Setup/Finish:	.00	Other Tax:	.00
Fabguard/ESW:	.00	GRAND Total:	1777.49
Other Chrgs:	.00	Pmts Rcvd:	1777.49
SUB-Total:	1669.00	NET BALANCE:	.00

TUCKEY BROTHERS FURNITURE CO.
113 JOHNNIE DODDS BLVD. E.

Cust ID
9731994

S A L E S O R D E R
41777

P. PLEASANT SC 29464

(843) 884-2650 / (843) 884-2874 FAX

08:39:30 Order Date: 02/01/2006

Bill Chloe Tonney
to: 2655 Lake Road
Tucker GA 30084

Ship Norman Knight (Summerhouse Nursing)
to: 1501 Secessionville Road

Charleston SC 29412

Code: Pmt Terms: CASH CUSTOMER
Type: RETAIL Cust P.O.:
Ref#: 41777 Orig Nbr:

Seller(s) 770 / -235-0166 x
LYNNG / x
 / x
 / x

Qty Sold	Ordered	Description	Sale Price
1.0000		HM 1023 RECLINER GR-CL2 DOCUMENT CLARET ADDISON BUSTLEBACK B	1629.00 02/01/2006

THANK YOU FOR SHOPPING WITH US!! WE APPRECIATE YOUR BUSINESS!!
1 1/2% INTEREST PER MONTH CHARGE ADDED TO ALL UNPAID BALANCES AFTER DELIVERY.

Page 1
of 1

Last Five Payments Received:
1777.49 02/01/2006

Merchandise:	1629.00	State Tax:	83.45
Deliv/Ship:	40.00	City Tax:	25.04
Setup/Finish:	.00	Other Tax:	.00
Fabguard/ESW:	.00	GRAND Total:	1777.49
Other Chrgs:	.00	Pmts Rcvd:	1777.49
SUB-Total:	1669.00	=> NET BALANCE:	.00

000064

STUCKEY BROTHERS FURNITURE CO.
1113 JOHNNIE DODDS BLVD. E.

Cust ID
9731994

S A L E S O R D E R
41806

MT. PLEASANT SC 29464

15:56:48 Order Date: 02/03/2006

(843) 884-2650 / (843) 884-2874 FAX

Bill Chloe Tonney
to: 2655 Lake Road
Tucker GA 30084

Ship
to:

Code:	Pmt Terms: CASH CUSTOMER	Seller(s)	/	X
Type: NOTAX	Cust P.O.:	LYNNING	/	X
Ref#: 41806	Orig Nmbr:		/	X

Qty Sold	Ordered	Description	Sale Price
2.0000		OA PA67-12-1340 LAMP LAMP	199.00 02/03/2006

1.0000		DRK 7847 CHAIR DELUXE FIN F NETTIE RAJA/CHERRY ARM CHAIR	389.00

1.0000		HC 2330-70 TBL.END ALT FIN ENG ANTIQUE CHIPPENDALE END TABL	599.00 02/03/2006

1.0000		HAM T1006485-00 DESK 46X23X36 DESIGN DESK	829.00

1.0000		HAM T75239-00 CHAIR ENGLISH FOLIO CORNE	409.99 02/03/2006

THANK YOU FOR SHOPPING WITH US!! WE APPRECIATE YOUR BUSINESS!!
*1 1/2% INTEREST PER MONTH CHARGE ADDED TO ALL UNPAID BALANCES AFTER DELIVERY.

Page 1
of 1

**SPECIAL ORDERS AVERAGE 8 WEEKS DELIVERY TIME TO OUR STORE, BUT WE CAN MAKE
NO GUARANTEE ON SHIPPING TIME. WE HAVE NO CONTROL OVER THIS.
WE WILL CONTACT YOU WHEN YOUR FURNITURE ARRIVES TO SCHEDULE DELIVERY.
THERE IS A 25% RESTOCKING CHARGE ON ALL RETURNED SPECIAL ORDERED ITEMS.

Last Five Payments Received:
V 2624.99 02/03/2006

Merchandise:	2624.99	State Tax:	.00
Deliv/Ship:	.00	City Tax:	.00
Setup/Finish:	.00	Other Tax:	.00
Fabguard/ESW:	.00	GRAND Total:	2624.99
Other Chrgs:	.00	Pmts Rcvd:	2624.99
SUB-Total:	2624.99	=> NET BALANCE:	.00

LOCKEY BROTHERS FURNITURE CO.
13 JOHNNIE DODDS BLVD. E.

Cust ID
9731994

SALES ORDER
43234

MT. PLEASANT SC 29464

(843) 884-2650 / (843) 884-2874 FAX

14:46:47 Order Date: 07/22/2006

Bill Chloe Tonney
to: 2655 Lake Road
Tucker GA 30084

Ship
to:

Code:	Pmt Terms: CASH CUSTOMER	Seller(s)	770 / -235-0166	x
Type: RETAIL	Cust P.O.:	LYNNG	/	x
Ref#: 43234	Orig Nmbr:		/	x
Qty Sold	Ordered	Description	Sale Price	

1.0000		PULA 603103 DESK SECRETARY DECK	237.92

1.0000		PULA 603101 DESK SECRETARY BASE	339.92

DLV: B. Gads.

Additional Storage - Bishop Gadsden

**SPECIAL ORDERS AVERAGE 8 WEEKS DELIVERY TIME TO OUR STORE, BUT WE CAN MAKE NO GUARANTEE ON SHIPPING TIME. WE HAVE NO CONTROL OVER THIS.
WE WILL CONTACT YOU WHEN YOUR FURNITURE ARRIVES TO SCHEDULE DELIVERY.
~~THERE IS A 25% RESTOCKING CHARGE ON ALL RETURNED SPECIAL ORDERED ITEMS.~~
THANK YOU FOR SHOPPING WITH US!! WE APPRECIATE YOUR BUSINESS!!
*1 1/2% INTEREST PER MONTH CHARGE ADDED TO ALL UNPAID BALANCES AFTER DELIVERY.

Page 1
of 1

Last Five Payments Received:
V 329.01 VISA CARD 10/09/2006
V 329.00 07/22/2006

Merchandise: 577.84
Deliv/Ship: 40.00
Setup/Finish: .00
Fabguard/ESW: .00
Other Chrgs: .00
SUB-Total: 617.84 =>

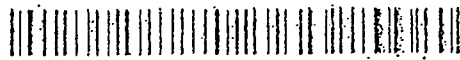
State Tax: 30.85
City Tax: 9.27
Other Tax: .00
GRAND Total: 658.00
Pmts Rcvd: 658.01
NET BALANCE: -.01

0180

000033 133

WELCOME TO BEST BUY®.
TUCKER, GA 30084
(770)939-7660

Keep your receipt!



Vol # 0952-0079 0945-5654

0513 060 6723 07/15/07 14 04 0576346

SALE

8212604 27F19007D/1 299.99
27" FLAT SDTV TUBE

SUBTOTAL 299.99
SALES TAX 7.00 % 21.00

TOTAL 320.99

XXXXXXXXXXXX ~~0000~~ VISA 320.99
F. TONNEY
APPROVAL ~~0000~~

YOUR CUSTOMER SERVICE PIN IS:

~~0000 0000 0000 0000~~

<<<<< CUSTOMER COPY >>>>>

BEST BUY VALUES YOUR FEEDBACK!!
TAKE OUR SURVEY AND ENTER FOR A CHANCE TO
WIN A \$10,000 BEST BUY SHOPPING SPREE!!

Visit <http://www.bestbuysurvey.com>

& enter the following codes:

Group A: 551228
Group B: 6409
Group C: 622629

NO PURCHASE NECESSARY. Must be legal
resident of the US/DC, 18 or older.
Drawing Period: 3/16/2007 to 8/31/2007
Limit 3 entries per Drawing Period. For
free entry & other details, see Official
Rules at www.bestbuysurvey.com. Void where
prohibited.

0181

000034

Sweatshirt

Parisian
4820 Briarcliff Road
Atlanta, GA. 30345
Phone: 770-494-3200

STORE MGR: John Eller
ASSOC: 282242 Beverly

BT:0133 TRN:0054 TRN:44348 TAKE

PRESWICK & MOORE

882621296051 537.015

42.00 PROMO (17.01)

(1 @ 24.99)

24.99

Item Tax

1.75

Subtotal

24.99

Total Tax

1.75

Total

26.74

CHK#2142 Personal Check

26.74

AUTH:009600 (00)

Lacoste has a Gift for You!

Receive a Free Gift with any \$35.00

Lacoste Purchase!

Thank You for Shopping Parisian.

Where You are Always Someone Special!

0201.14

10/07/2006 04:36PM

Customer Copy

ES
ILLS
ILL
JUED

000035

Chloe Knight Tonney
2655 Lake Road
Tucker, Georgia 30084

Chloe's Exp
w/o objection

15 March 2006

Family Services Inc.
Ms. Iris Albright
Conservator for Norman R. Knight, Jr.
4925 LaCross Road, Suite 215
North Charleston, SC 29406

RE: Expenditures for Norman R. Knight, Jr.

Dear Ms. Albright:

Most importantly, *thank you* on behalf of my sister and me for all you are doing to see that my father's assets are marshaled for his highest and best use. After almost two years of frivolous litigation and the loss of all that Daddy has worked for and held dear for his entire life, we now have the privilege of seeing him well and thriving in his new environment. None of us would have wished for the court to find it necessary to use such far-reaching measures to protect Daddy, but we stand convinced that these measures have indeed saved his very life. My sister and I are truly grateful to the court for carrying out what we feared might be inevitable, though it is clearly in Daddy's best interest.

It is tragic, however, that Daddy is not able to live in the home that he loves, built with his own hands, and worked his entire life to pay for, while his abuser(s) not only live there at his expense, but enjoy the added benefit of my father's pension paying minimum credit card payments on outrageous amounts of consumer debt fraudulently run up in Daddy's name. Hopefully the responsible parties will be prosecuted to the full extent of the law with judgments against them for amounts owed until restitution is made in full.

When Daddy moved to assisted living at the end of January 2006, he arrived there with basically the clothes on his back. There were ensuing issues around his prescriptions and personal belongings that my mother and brother refused to make available to him. After consultation with both you and Mr. Walter Kaufmann, Daddy's guardian, I made the purchases necessary to provide Daddy with items such as clothing, bedding, house wares, and furniture. Purchases were made that would make Daddy feel as comfortable as possible in his new environment with an effort to replicate familiar and favorite items that he enjoyed at home. My father is accustomed to nice things and has always provided us with the very best – it seems only right that he should continue to enjoy these types of things and not be penalized because family members have chosen to steal from him.

000001

Attached are the original receipts and one duplicate set for your records. If reimbursement for these items is possible, it would be very much appreciated. Again, please know how much my sister and I value all that you and others are doing for Daddy in this enormously difficult circumstance.

With great thanks and appreciation, I send my

Best personal regards,

Chloe Knight Tonney

Enclosures

cc: Walter Kaufmann, Esq.

000002



Bishop Gadsden

Statement

Form PB-01

Claims #15
no chapter

CHLOE KNIGHT TONNEY
2655 LAKE ROAD,
TUCKER, GA 30084

RESIDENT #	UNIT	STMT. DATE
879	119A	12/31/2007
RESIDENT(S)		
Mr. Norman Knight		
TOTAL AMOUNT DUE		\$6,728.50
DATE DUE		01/15/2008

Please deduct these nebulizer charges.
We've asked the nursing staff @ this several times.
DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE *1/15/08*

\$3608.30

AMOUNT REMITTED

DATE	DESCRIPTION	Days/ Units	CHARGES	CREDITS	BALANCE
	Balance Forward			3,156.97	5,156.97
12/13/07	Payment Received - Thank You			2,000.00	2,000.00
12/31/07	Payment Received - Thank You				0.00
	*** Cloister ***				
12/04/07	Mask Aerosol Adlt	1	1.55		1.55
	MASK AEROSOL ADLT WO/TUBE	1	2.76		4.31
12/04/07	Nebulizer Disposable				
	NEBULIZER DISPOSABLE	1	1.55		5.86
12/10/07	Mask Aerosol Adlt	1	1.55		
	MASK AEROSOL ADLT WO/TUBE	1	2.76		8.62
12/10/07	Nebulizer Disposable				
	NEBULIZER DISPOSABLE	1	14.50		23.12
12/10/07	Beauty Salon				
	Men's Cut 1	1	1.55		24.67
12/17/07	Mask Aerosol Adlt				
	MASK AEROSOL ADLT WO/TUBE	1	2.76		27.43
12/17/07	Nebulizer Disposable				
	NEBULIZER DISPOSABLE	1	1.55		28.98
12/26/07	Mask Aerosol Adlt				
	MASK AEROSOL ADLT WO/TUBE	1	2.76		31.74
12/26/07	Nebulizer Disposable				
	NEBULIZER DISPOSABLE	1	2.76		34.50
12/30/07	Nebulizer Disposable				
	NEBULIZER DISPOSABLE	62	9.30		43.80
12/31/07	Tylenol 500mg - CL	29	2.90		46.70
12/31/07	Colace - CL	62	24.80		71.50
12/31/07	Mucinex-CL	31	6,634.00		6,705.50
01/01/08	Monthly Service Fee - CL 01/01-01/31				

CONTINUED
NEXT PAGE

RESIDENT #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL AMOUNT DUE

RESIDENT NAME Mr. Norman Knight
BISHOP GADSDEN, ONE BISHOP GADSDEN WAY, CHARLESTON, SC 29412

Statement questions contact Lynn Hall (843)406-6298- Dining Service questions contact Becky Staton (843)406-6298



CHLOE KNIGHT TONNEY
2655 LAKE ROAD,
TUCKER, GA 30084

RESIDENT #	UNIT	STMT. DATE
879	119A	12/31/2007
RESIDENT(S)		
Mr. Norman Knight		
TOTAL AMOUNT DUE		\$6,728.50
DATE DUE		01/15/2008

TACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

\$

AMOUNT REMITTED

DATE	DESCRIPTION	Days/ Units	CHARGES	CREDITS	BALANCE
1/01/08	Cable Television-CL 01/01-01/31	1	23.00		6,728.50

RESIDENT #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL AMOUNT DUE
879	6,728.50	0.00	0.00	0.00	0.00	\$6,728.50

SIDENT NAME Mr. Norman Knight

BISHOP GADSDEN, ONE BISHOP GADSDEN WAY, CHARLESTON, SC 29412

Statement questions contact Lynn Hall (843)406-6298- Dining Service questions contact Becky Staton (843)406-6318

000003

Handwritten notes: (T) 67108.50, 3100.00, 3609.39

3390

CHLOE KNIGHT TONNEY
FREDERICK R. TONNEY JR.
PH. 770-414-5224
2655 LAKE ROAD
TUCKER, GA 30084-2348

Date 1/20/08

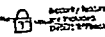
64-5/610 GA
288

Pay to the
Order of

Bishop Gardner

\$ 3608.50

Three thousand six hundred eight and 50/100 Dollars



Bank of America

Bank of America Advantage®

ACH R/T 061000052

NRK, Jr.

FOR

Dec '07 fees - loan

Chloe Knight Tonne

⑆061000052⑆ 000 3390

© 2004 American

000005

Complaint #14
w/o appeal

CHLOE KNIGHT TONNEY
FREDERICK R. TONNEY JR.
PH. 770-414-5224
2655 LAKE ROAD
TUCKER, GA 30084-2348

2594

Date 5/29/07

64-5/610 6A
288

Pay to the Order of Family Service Inc. for F.R. Knight Jr. \$ 1000.

One thousand dollar and 00/100 Dollars

Security features
are indicated
on the back.

Bank of America

Bank of America Advantage®

ACH R/T 061000052

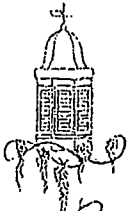
For Care expenses

Chloe Knight Tonnez

⑆061000052⑆ 2594

©2006 American

000003



Bishop Gadsden

CHLOE KNIGHT TONNEY
2655 LAKE ROAD,
TUCKER, GA 30084

6616.34
- 3300 = Jan. Serv.
- 38.45 nebulizer charges
3277.89 Ctr

Claims # 86
no ch

RESIDENT #	UNIT	STMT. DATE
879	119A	01/31/2008
RESIDENT(S)		
Mr. Norman Knight		
TOTAL AMOUNT DUE		\$6,616.34
DATE DUE		02/15/2008

DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

DATE	DESCRIPTION	Days/Units	CHARGES	CREDITS	AMOUNT REMITTED	BALANCE
	Balance Forward					6,728.50
01/15/08	Payment Received - Thank You			3,100.00		3,628.50
01/25/08	Payment Received - Thank You *** Cloister ***			3,608.50		20.00
01/07/08	Tray Cath Urth-Red/PVP-CL CATHETER-KIT-URTH-RED/PVP	1	30.61			30.61
01/07/08	Mask Aerosol Adlt MASK AEROSOL ADLT WO/TUBE	2	3.10			33.71
01/07/08	Nebulizer Disposable NEBULIZER DISPOSABLE	2	5.52			39.23
01/09/08	Misc Charges Clearing - Comfort Sling, Hygenic	1	306.50			345.73
01/16/08	Mask Aerosol Adlt MASK AEROSOL ADLT WO/TUBE	1	1.55			347.28
01/16/08	Nebulizer Disposable NEBULIZER DISPOSABLE	1	2.52			350.04
01/21/08	Mask A -MAS			3436		351.50
01/21/08	Nebulizer NEBULIZER					354.35
01/21/08	Headman Men's					368.85
01/24/08	Tray Cath CATHETER					375.83
01/30/08	Mask Aerosol Adlt MASK AEROSOL ADLT WO/TUBE					377.38
01/30/08	Nebulizer Disposable NEBULIZER DISPOSABLE					380.14

CHLOE KNIGHT TONNEY
FREDERICK R. TONNEY JR.
PH. 770-414-5224
2655 LAKE ROAD
TUCKER, GA 30084-2348

Date 2/15/08

GA-5/G18 GA 288

Pay to the Order of Bishop Gadsden

\$ 3277.89

Three thousand two hundred seventy seven and 89/100 Dollars

Bank of America

Bank of America Advantage

ACH 101 061000052

Chloe Knight Toney

Let Feb '08 care/NEK.gr

1-06-100000-5-24

CHLOE KNIGHT TONNEY

NOTE
NEXT PAGE

RESIDENT #	CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	TOTAL AMOUNT DUE
879	3277.89					3277.89

RESIDENT NAME Mr. Norman Knight

BISHOP GADSDEN, ONE BISHOP GADSDEN WAY, CHARLESTON, SC 29412

Statement questions contact Lynn Hall (843)406-6298- Dining Service questions contact Becky Staton (843)406-6318

000054

Amount: \$3,477.89
Account: 17005 [REDACTED]
Bank Number: 66100005

Sequence Number: 3492067127
Capture Date: 02/22/2008
Check Number: 3436

CHLOE KNIGHT TONNEY
FREDERICK R. TONNEY JR.
PH. 770-414-5224
2655 LAKE ROAD
TUCKER, GA 30084-2348

3436

Date: 2/18/08

64-5/610 GA
288

Pay to the
Order of

Bishop Gadsden

\$ 3277.89

Three thousand two hundred seventy seven and 89/100 Dollars

Bank of America

Bank of America Advantage[®]

ACH N/T 061000052

Loan for Feb '08 car / NIKK gr.

Chloe Knight Toney

⑆061000052⑆ 00017005 [REDACTED] 3436

HCC

000053

Amount #11
w/o signed

CHLOE KNIGHT TONNEY
FREDERICK R. TONNEY JR.
PH. 770-414-5224
2655 LAKE ROAD
TUCKER, GA 30084-2348

3363

Date 12/26/07

64-5/610 CA
288

Pay to the Order of Bishop Gadsden \$ 2000
Two thousand and 00/100 Dollars

Bank of America

Bank of America Advantage®

ACH R/T 061000052 NZC PC - Loan -
For Charges through 11/30/07

Chloe Knight Toney

⑆061000052⑆ 000 3363

©2006 Bank of America

000005

0191

Claimant #18 w/objection

031000040
01/08/2008
6117515208

This is a LEGAL COPY of
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the same way you would
use the original check.

0053000206J 01/08/2008
0336011446

LINDA K JONES
CHLOE K TONNEY
QUEENIE ACCOUNT
2655 LAKE RD
TUCKER, GA 30084

SANTIBARNEY
citygroup

1034

12/15/07

91-7169/112

Pay to the
Order of

B.G. Rehab

\$ 244.92

Two hundred & forty four 92/100 —

Dollars



FINANCIAL MANAGEMENT ACCOUNT

800-631-9813
City of T.S.S. Government Center, HI

Revised 11/19

For: Ded: 10/20 + 11/27

Linda K Jones

Chloe K Tonney

1034 00000024492

1034 00000024492

000066

031000040
11/28/2007
6317330888

THIS IS A LEGAL COPY OF
your check. You can use it
the same way you would
use the original check

60530002067 11/25/2007 545294660
0936462545

LINDA K JONES
CHLOE K TONNEY
QUEENIE ACCOUNT
2655 LAKE RD
TUCKER, GA 30084

SMITH BARNLEY
signature

10/10/07

SS-7105/111

Pay to the
Order of

BC Rehab

\$ 405⁰⁰

Four hundred & five & 10/100

Dollars

☐ FINANCIAL MANAGEMENT ACCOUNT
105-633-9233
Circuit Court, 1st District, 1st

Shirley Jones

For: 570 16303 00 112007

Chloe K. Tonney

000065

LINDA K JONES
CHLOE K TONNEY
QUEENIE ACCOUNT
2655 LAKE RD
TUCKER, GA 30084

SMITH BARNEY
citigroup

3/1/07

55-7265/212

570090891 00 031507 57

Pay to the
Order of

Bishop Gadsden Kehal, Inc

Date

\$ 445.50

Four hundred & forty five & 50/100 Dollars



FINANCIAL MANAGEMENT ACCOUNT
800-634-9855
Citibank F.S.B., Englewood Cliffs, NJ

Linda K Jones



For Dad's 1/16 - 2/12/07

Chloe K. Tonney

Norman Knight Christie 119

\$ 50.00

000055

BG Rehab, Inc.
One Bishop Gadsden Way
Charleston, SC 29412
843-406-6302

Invoice for Physical Therapy Services

Name: *Knight, Norman*

11/16/2006	Ther ex	\$54.00
11/20/2006	Ther ex	\$54.00
11/27/2006	Ther ex	\$54.00
12/04/2006	Ther ex	\$54.00
12/11/2006	Ther ex	\$54.00
12/21/2006	Ther ex	\$54.00
01/08/2007	Ther ex	\$54.00
01/17/2007	Ther ex	\$54.00
01/29/2007	Ther ex	\$54.00
02/05/2007	Ther ex	\$54.00
02/12/2007	Ther ex	\$54.00
	Sub Total	\$594.00
	25% cash discount applied	

Total \$445.50

pd #1029 3/2/07
Smith Barry Act.

000060

BG Rehab, Inc.
One Bishop Gadsden Way
Charleston, SC 29412
843-406-6302

04/03/2007

Invoice for Physical Therapy Services

Name: *Knight, Norman*

02/19/2007	Ther ex	\$54.00
02/27/2007	Ther ex	\$54.00
03/05/2007	Ther ex	\$54.00
03/12/2007	Ther ex	\$54.00
03/19/2007	Ther ex	\$54.00
04/02/2007	Ther ex	\$54.00
Sub Total		\$324.00
25% cash discount applied		

Total \$243.30

+ 283.50 (4/11/07 - 4/14/07)

\$ 526.80

RA Ck 11
1031

7/2/07
Smith Barney Acct.
526.80

000061

⑆031000040⑆
07/10/2007
651086223

This is a LEGAL COPY of
your check. You can use it
the same way you would
use the original check.

⑈053000206⑈ 07/10/2007
0733746394

LINDA K JONES
CIILOE K TORNEY
QUEENIE ACCOUNT
2655 LAKE RD
TUCKER, GA 30084

SMITH BARNEY
CHIEFCITY

7/2/07

SS-1165/111

Pay to the
Order of

Bishop/Gladys Rehabe

\$ 526.80

Five hundred & Twenty six & 80/100

Dollars



FINANCIAL MANAGEMENT ACCOUNT
800-432-5333
Central F.S.B. Express and Gifts, LLC

Linda K. Jones



For Rehab Daddy

Chloe K. Torney

⑆021272655⑆ ⑆08248⑆

⑆031⑆ ⑆0000052680⑆

570152951 07 071007 57

80

000052

COLLINS

OFFICE SUPPLY, INC.

INVOICE
255066-0
PAGE: 1

COUNT: 345
ATE: 03/13/08
IME: 16:10:42

P.O. Box 70934 • Charleston Heights, S.C. 29415-0934 • (843) 554-4404
2118 N. Cosgrove Avenue FAX (843) 744-7935

OLD TO: CASH SALE / C.O.D ONLY
PAYMENT DUE ON PICKUP OR
DELIVERY

SHIP TO: [REDACTED]
PAYMENT DUE ON PICKUP OR
DELIVERY

TERMS	P.O. NUMBER	DEPARTMENT	REQ DATE	ORDER TAKER
NET 15 DAYS			03/13/08	205
SALEPERSON	SHIPPING INSTRUCTIONS			ROUTE
HOUSE ACCOUNT				1

QTY ORD	QTY SHIP	QTY BO	ITEM NUMBER/ DESCRIPTION	T A X	P M	UNIT PRICE	EXTENDED PRICE
1	1		(LT) LABOR LABOR	N	2	279.000	279.00
				BISHOP GADSDEN			

CHLOE KNIGHT TONNEY
FREDERICK R. TONNEY JR.
PH. 770-414-5224
2655 LAKE ROAD
TUCKER, GA. 30084-2348

Date 3/24/08

64-5/610 GL
28E

Pay to the
Order of

Collins

\$ 279.00

Two hundred seventy nine and 00/100 Dollars

Bank of America

Bank of America Advantage[®]

inv# 255066-0
ACH R/T 061000052

For *Labr / Bg moving expense*

Chloe Knight Tonne

1:06 10000521: [REDACTED] 3488

000018

PLS REFERENCE INV# NUMBER(S) ON CHECK STUBS.

SUB-TOTAL 279.00

SALES TAX
TOTAL 279.00

PLEASE PAY BY INVOICE • 1½% PER MONTH WILL BE ADDED TO ALL PAST DUE
INVOICES • 20% RESTOCKING CHARGE ON ITEMS RETURNED MORE THAN 10 DAYS
FROM DATE OF INVOICE. • MERCHANDISE MUST BE IN ORIGINAL CARTON.

COLLINS

OFFICE SUPPLYING

ACCOUNT: 345
 DATE: 03/13/08
 TIME: 16:10:42

P.O. Box 70234 • Charleston Heights, S.C. 29415-0934 • (843) 554-4404
 2118 N. Cosgrove Avenue FAX (843) 554-7935

INVOICE
 1550056 C
 PAGE: 1

SOLD TO: CASH SALE / C.O.D ONLY
 PAYMENT DUE ON PICKUP OR
 DELIVERY

SHIP TO: LINDA JONES
 PAYMENT DUE ON PICKUP OR
 DELIVERY

TERMS	P.O. NUMBER	DEPARTMENT	REQ DATE	ORDER TAKEN
NET 15 DAYS			03/13/08	205
SALEPERSON	SHIPPING INSTRUCTIONS			ROUTE
HOUSE ACCOUNT				1

QTY ORD	QTY SHIP	QTY BO	ITEM NUMBER: DESCRIPTION	I X	P M	UNIT PRICE	EXTENDED PRICE
1	1		(LT) LABOR	N	2	279.000	279.00
			LABOR TO MOVE FURNITURE FROM BISHOP GADSDEN TO PUBLIC STORAGE				

PLS REFERENCE INV# NUMBER(S) ON CHECK STUBS.

SUB-TOTAL 279.00

PLEASE PAY BY INVOICE • 1% PER MONTH WILL BE ADDED TO ALL PAST DUE
 INVOICES • 20% RESTOCKING CHARGE ON ITEMS RETURNED MORE THAN 10 DAYS
 FROM DATE OF INVOICE • MERCHANDISE MUST BE IN ORIGINAL CARTON.

SALES TAX
 TOTAL 279.00

000056

Amount: \$279.00
Account: 27005738
Bank Number: 06100005

Sequence Number: 892517073
Capture Date: 04/01/2008
Check Number: 3488

CHLOE KNIGHT TONNEY
FREDERICK R. TONNEY JR.
PH. 770-414-5224
2655 LAKE ROAD
TUCKER, GA 30084-2348

Date

3/28/08

61-5/610 GA
288

Pay to the
Order of

Collins

\$ 279.00

Two hundred seventy nine and 00/100 Dollars

Bank of America

INV# 255066-0
ACCT# 061000057

Bank of America Advantage[®]

For

LABOR / ~~BY~~ moving expense

Chloe Knight Tonney

000057

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

POWER OF ATTORNEY
 REVOCATION

KNOW ALL MEN BY THESE PRESENTS that I, Mildred C. Knight, of Charleston, Charleston County, South Carolina, hereby revoke all prior powers of attorney, whether limited or durable, including but not limited to the power of attorney recorded at Book R 482, page 594 in the RMC Office for Charleston County, South Carolina, and by these presents do specifically bar LINDA KNIGHT JONES and CHLOE K. TONNEY from acting as my attorney in fact, and otherwise in my name, place and stead, and/or on my behalf:

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of

June 28, 2004.

Mildred C. Knight
 Mildred C. Knight
 Social Security Number: 247-38-4367

Mildred C. Knight, states to us that this document is her Power of Attorney Revocation; she requested that we act as witnesses to her signing it, and she signed it in our presence. We, in her presence and in the presence of each other, sign as witnesses this 28th of June, 2004, at Charleston, South Carolina.

Suzanne C. Goff
 Witness
Smith
 Witness

Page 1 of 2

CERTIFIED
 TRUE COPY
 CHARLIE LYBRAND
 REGISTER MESNE CONVEYANCE
 CHARLESTON COUNTY, SC

DATE: 7-9-04
 BY: Charlie Lybrand, EB

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BK P 500PG794

PERSONALLY appeared before me, Stephanie Hatcher, and made oath that he/she saw the within named MILDRED CUMMINGS KNIGHT, sign, seal and as his/her act and deed, deliver the within written Revocation of Power of Attorney and that he/she with the other witness witnessed the execution thereof.

Stephanie Hatcher

SWORN to before me this
28th day of June, 2004.

Suzanne C. Gaff
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 9/20/06

Suzanne E. Groff

P.O. Box 12510

BK P 500PG795

Revoke / P/AM

10.00

.50

10.50

ⓔ

FILED

PS00-793

2004 JUN 30 AM 9:29

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Chas SC

29422

Chas

W

AUG-29-2005 12:56 FROM:

TO: 8438846595

P-1



Robert W. Cain, M.D.
Internal Medicine

F. Carl Derrick III, M.D.
Internal Medicine

Lowcountry
Medical Associates
Family Practice Internal Medicine Pediatrics

Keith W. Lackey, M.D.
Internal Medicine

Charles Condon

August 29, 2005

Re: Norman Knight
DOB: 3/25/24

Dear Mr. Condon,

I have been following the above mentioned patient since January of 2002 and recently saw him on 8/25/05 in the office. I found him to be more alert and talkative than usual and feel that his general mental and physical health is improved. His medicines have remained the same and I have not had to make any adjustments. My understanding is that Mr. Knight was found to be incapacitated by the court system but I feel that this decision needs to be readdressed.

If I can be of any further assistance, please feel free to contact my office.

Sincerely,

Carl Derrick, M.D.

615 Wesley Drive, Suite 300
Charleston, South Carolina 29407
Phone (843) 266-4400 • Fax (843) 577-0455

001 011 2005 12123 0431234567

UNHS REM UNV TRIALS

PAGE 02

CHARLESTON HEMATOLOGY-ONCOLOGY, P.A.

125 DOUGHTY STREET
SUITE 280
CHARLESTON, SC 29403
TELEPHONE: (843) 577-6957
FAX: (843) 577-6523

GEORGE F. GELS, SR., M.D.
DAVID M. ELISON, M.D.
GEORGE F. GELS, JR., M.D.
J. SCOTT SMITH, M.D.

PRACTICE LIMITED TO
HEMATOLOGY, MEDICAL ONCOLOGY
AND
BONE MARROW TRANSPLANTATION

August 31, 2005

Charlie Condon
880 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29484

Re: Norman Knight, Jr.
DOB: 3/25/24
Our Chart # 15654

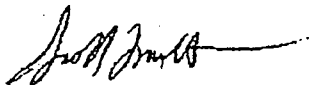
Dear Mr. Condon:

Mr. Norman Knight has been followed in our office for iron deficiency anemia. At this point, his symptoms have abated. His energy level has dramatically improved. His mental status is intact. With adequate therapy, he has done extraordinarily well.

It is my understanding that Mr. Knight has been found to be incapacitated by the judicial system. My feeling is contrary to this in that he certainly should not be considered a ward of the state, and this needs to be readdressed.

If I can be of any further assistance, please feel free to contact me.

Sincerely,



J. Scott Smith, M.D.

JSS/lb

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHARLESTON

IN THE MATTER OF **NORMAN ROBERT KNIGHT, JR.**

CASE NUMBER **2004GC10-099**

CERTIFICATE OF APPOINTMENT

This is to certify that

WALTER KAUFMANN

is the duly qualified

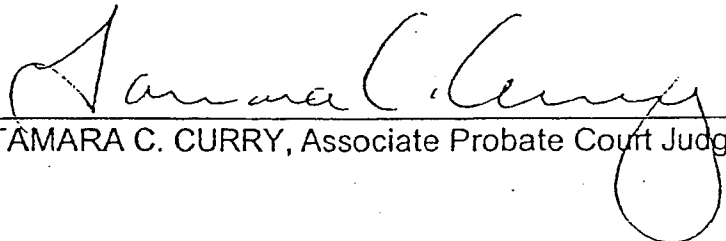
☐ PERSONAL REPRESENTATIVE
☒ GUARDIAN
☐ CONSERVATOR
☐ TRUSTEE

in the above matter and that this appointment, having been executed on the 25th day of August, 2005, is now in full force and effect; that **WALTER KAUFMANN** is expressly empowered to consent to medical treatment of any kind, including, but not limited to diagnostic evaluations as to **NORMAN ROBERT KNIGHT, JR.'S** medical and/or psychiatric condition; to the administration of antipsychotic or any other psychiatric medications.

RESTRICTIONS:

1. **Walter Kaufmann, as guardian for Norman Robert Knight, Jr., shall consult Mildred Knight regarding major medical decisions, healthcare decisions and placement decisions, however the final decision is that of the guardian.**

Executed this 25th day of August, 2005.


TAMARA C. CURRY, Associate Probate Court Judge

Do not accept a copy of this certificate
without the raised seal of the Probate Court.
Form #141PC (7/87)
SCPC 1-305, 3-103, 5-304, 5-421, 7-201

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

IN THE MATTER OF NORMAN ROBERT KNIGHT, JR.

CASE NUMBER 2004GC10-0099

CERTIFICATE OF APPOINTMENT

This is to certify that

FAMILY SERVICES, INC.

is the duly qualified

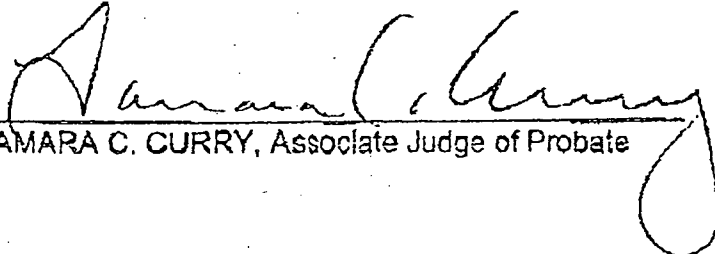
— PERSONAL REPRESENTATIVE
— GUARDIAN
☒ CONSERVATOR
— TRUSTEE

In the above matter and that this appointment, having been executed on the 25th day of August, 2005, is now in full force and effect; including authorization to receive all monies, income, principal, interest and dividends of and belong to said estate.

RESTRICTIONS:

1. Family Services, Inc., as conservator for Norman Robert Knight, Jr., shall consult Mildred Knight regarding major financial decisions, however the final decision shall be that of Family Services, Inc.

Effective this 25th day of August, 2005.


TAMARA C. CURRY, Associate Judge of Probate

Do not accept a copy of this certificate
without the raised seal of the Probate Court.
Form #161PC (7/87)
SCPC 1-305, 3-103, 5-304, 5-421, 7-201

100-5
A0042-XXFX0100-5
Time: 84366 A0042-XXFX0100-5

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Chloe Knight Tonney and
Norman Robert Knight, Jr.
(an Incapacitated Person),)

Respondents,)

vs.)

Bobby Knight and Mildred
Knight (wife of Norman Robert
Knight, Jr.),)

Appellants.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2005-CP-10-3573

COPY

NOTICE OF MOTION AND MOTION
FOR NEW TRIAL

BY
JULIE J. ARMSTRONG
CLERK OF COURT

2006 JAN 30 PM 4:19

FILED

TO: HONORABLE KENNETH G. GOODE: THAD VINCENT, ESQ. Attorney for Chloe K. Tonney:

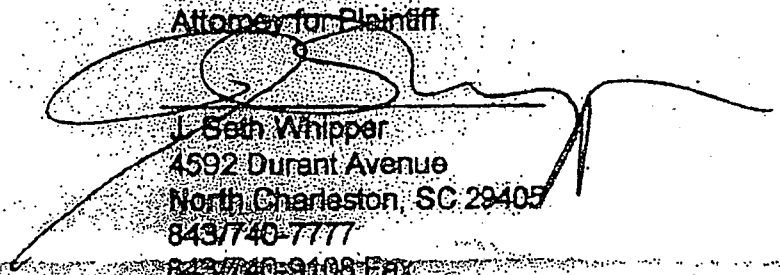
PLEASE BE ADVISED that the Plaintiff, by and through his attorney, moves this Honorable Court for a new trial. This motion is based on the following grounds: (1) Respondent Tonney's Motion to Dismiss Case No. 05-CP-10-2603 and 05-CP-10-2569 was not timely filed nor properly raised; (2) The Court did not consider the Probate Court's failure to give due accord to the rights and interest of Norman R. Knight, Jr. and Mildred Knight as joint tenants of the UBS account. See, Spradley v. Houser, 247 S.C. 208, 146 S.E. 2d 621 (1966) and Carolina Production Credit Association v. Rogers, 282 S.C. 184, 318 S.E. 2d 357 (1984); (3) The Court did not secure an accounting or Return listing the devolution of assets according to the agreements on the individual assets of Norman Robert Knight, Jr. and Mildred Knight (see Attachment A); (4) The record does not contain a finding that Norman Robert Knight, Jr. desires visitation with his daughters.

Plaintiff asks that this Motion be heard as soon as practicable and will move before this Court on the _____ day of _____, 2006 at _____ m. for an Order

setting this entire matter for retrial.

January 30, 2006

Attorney for Plaintiff



J. Seth Whipper

4592 Durant Avenue

North Charleston, SC 29405

843/740-7777

843/740-9108 Fax

2005-CP-10-3573

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Common Pleas

APPEAL FROM CHARLESTON COUNTY
Probate Court of Charleston County

Tamara. Curry, Associate Probate Court Judge

Case No. 2004-GC-10-0099

Chloe Tooney Petitioner vs Norman
Robert Knight Jr alleged
incapacitated person; et al,

Respondent(s),

v.

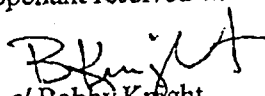
Bobby Knight,

Appellant.

NOTICE OF APPEAL

Bobby Knight appeals the order(s) [judgment] of the Honorable Tamara Curry dated August 11, 2005 AND August 25, 2005. Appellant received written notice of entry of these orders [judgments] on August 29th 2005.

August 30 2005


s/ Bobby Knight

Bobby Knight
3940 Hottinger Avenue
North Charleston, South Carolina 29405
(843) 296-4204
Pro Se for Appellant

Other Counsel of Record:

Charlie Condon for Mildred C Knight, 880 Johnnie Dodds Blvd, Mt Pleasant, SC
Glenn Churchill for Norman R Knight Jr, 174 East Bas St, Charleston SC
Thad Vincent, for GC-Petitioner Chloe Tooney and for GC-Respondent Linda Jones

2004GC10 0099 NORMAN R KNIGHT JR NOTICE FILE .0001 AUG 30 2005

2005 SEP - 1 PM 2:06
JULIA M. LONG
CLERK OF COURT
BY 

FILED

1 Q. All right. And from what you know, was
2 there ever a final order in this matter?

3 A. No, Daddy died.

4 Q. And was there ever -- let me show you.

5 THE COURT: The document just testified
6 to, is that to be admitted in evidence?

7 MR. WHIPPER: Yes, your Honor.

8 THE COURT: I believe we are up to
9 Respondent's 12. So the Family Court order just
10 identified will be received and admitted without
11 objection as Respondent's Exhibit 12.

12 (RESPONDENT'S EXH. 12, FAMILY COURT
13 ORDER, was marked for identification and received
14 into evidence.)

15 THE COURT: Is this the only copy?

16 MR. WHIPPER: That is my only copy, but
17 that will be okay.

18 THE COURT: You may go ahead and have
19 it identified, and I'll look at that after his
20 testimony. Please proceed.

21 Q. All right. Mr. Knight?

22 A. Yes, sir.

23 Q. Have you looked at the exhibit? There
24 are two parts to it.

25 THE COURT: I believe you need to ask

1 questions. The time for review of documents should
2 have been before we commenced trial. So let's go
3 ahead and ask him the questions now. We are
4 delaying unduly.

5 Q. Mr. Knight, what is that document?

6 A. Well, it says it was in the Family
7 Court. It is an attorney fee affidavit signed by
8 Thad Vincent. So wanting to be paid for a Rule to
9 Show Cause.

10 Q. And then you have -- what is that?

11 A. It is an order for motion for
12 additional temporary relief.

13 Q. Okay. And turn the page.

14 A. And then there is an order for a Rule
15 to Show Cause.

16 Q. And turn the page. And does that order
17 attorneys' fees to be paid in that Rule to Show
18 Cause?

19 A. Yes, it says that Mama was supposed to
20 pay Thad Vincent \$1,298 for that.

21 MR. WHIPPER: Okay. Your Honor, we
22 would like to move that into evidence.

23 THE COURT: Okay. How many different
24 documents are there?

25 MR. WHIPPER: It is all one exhibit,

1 Judge.

2 THE COURT: But does it contain
3 multiple documents?

4 MR. WHIPPER: It does, your Honor.

5 THE COURT: We have done that before.
6 I just want to make sure we know what it is that we
7 are marking.

8 MR. GIBSON: Your Honor, objection to
9 relevancy. Paying attorneys' fees arising from a
10 Rule to Show Cause and deposing Mildred Knight has
11 nothing do with Ms. Tonney's claim.

12 THE COURT: To the extent that there is
13 a claim for attorneys' fees specifically paid to
14 Mr. Vincent, I will overrule the objection, and I
15 will have the clerk mark this document. It is all
16 stapled together. It includes an attorney fee
17 affidavit by Thad Vincent, a Family Court form
18 order, and a Family Court order from Rule to Show
19 Cause -- collectively marked Respondent's
20 Exhibit 13.

21 (RESPONDENT'S EXH. 13, ATTORNEY FEE
22 AFFIDAVIT AND FAMILY COURT ORDERS, was marked for
23 identification and received into evidence.)

24 BY MR. WHIPPER:

25 Q. Mr. Knight, what other attorneys' fees

1 orders are there in that particular case?

2 A. None.

3 Q. What is that document there? I show
4 you what has been marked as Claimant's Exhibit 6.

5 A. Yes, sir. It's Mr. Vincent's bill for
6 representing in the Family Court case.

7 Q. Okay. And are there any redactions on
8 that bill?

9 A. Yes, sir, telephone conference,
10 9/18/2007.

11 Q. All right. How much does he charge for
12 that?

13 A. \$106 for that one item.

14 Q. All right. And what was the date on
15 that?

16 A. The entry is September 18th, 2007.

17 Q. Okay. What is your opinion about
18 whether the estate should be charged with that
19 expense?

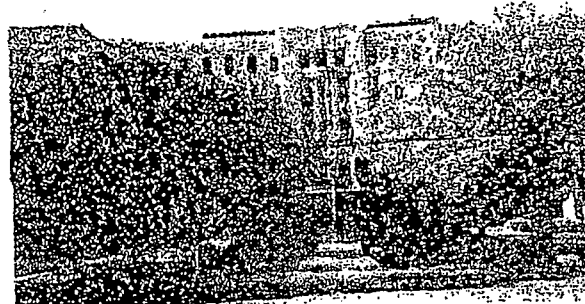
20 THE COURT: I have already ruled on
21 direct that that would not be allowed. The
22 redacted line items would not be allowed. Let's
23 move on to the next item.

24 Q. Now, we are going to have -- what
25 information -- whose funds were involved in paying



0101

RETURN SERVICE REQUESTED



ADDRESSEE:

|||||
NORMAN R KNIGHT
3940 HOTTINGER AVE
N CHARLESTON, SC 29405-7018

ACCOUNT NUMBER A0612900868	DATE OF SERVICE 05/09/2006
PATIENT NAME NORMAN R KNIGHT	
STATEMENT DATE 05/27/2006	TOTAL AMOUNT 42,297.60
LOCATION ROPER HOSPITAL	TYPE OF SERVICE

652255 (05/06)

14772-L722*1T9127IG2000658

SUMMARY INFORMATION STATEMENT. THIS IS NOT A BILL.

If Insurance information provided below is incorrect, please call 843-402-5200 or 800-242-9990.

	CARRIER NAME	INSURED'S ID
PRIMARY INSURANCE:	MEDICARE	249642503A
SECONDARY INSURANCE:	BCBS FEDERAL EMPLOYEE	R50607252

DESCRIPTION OF SERVICES	AMOUNT
ROOM AND BOARD	\$13,062.00
PHARMACY	\$8,996.60
LABORATORY	\$4,663.00
DIAGNOSTIC RADIOLOGY	\$1,391.00
CT BODY	\$5,874.00
OR SERVICES	\$5,976.00
PHYSICAL THERAPY	\$1,144.00
EVALUATION OR REEVALUATION	\$106.00
OCCUPATIONAL THERAPY	\$176.00
EVALUATION OR REEVALUATION OT	\$106.00
RECOVERY ROOM	\$803.00
TOTAL CHARGES	\$42,297.60

Roper St. Francis Healthcare was pleased to serve you during your recent need for medical services. For your convenience, a summary of services has been provided. For any questions, please call Customer Service at 843-402-5200 or 800-242-9990. If insurance information was provided at the time of service, a claim will be filed to the insurance carrier. **IMPORTANT: DO NOT SEND THIS STATEMENT TO ANY INSURANCE COMPANY. THIS DOCUMENT IS FOR INFORMATION PURPOSES ONLY!**

PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Chloe Knight Tooney and)
Norman Robert Knight, Jr.)
(an incapacitated person),)

Respondents,)

vs.)

Bobby Knight and Mildred)
Knight (wife of Norman Robert)
Knight, Jr.),)

Appellants.)

IN THE COURT OF COMMON PLEAS FOR
THE NINTH JUDICIAL CIRCUIT
CASE NO: 2005-CP-10-3573

CERTIFICATE OF MAILING

PERSONALLY APPEARED before me, the undersigned deponent, who first being duly sworn deposes and says that she mailed a copy of the **NOTICE OF MOTION AND MOTION FOR NEW TRIAL** to Glenn P. Churchill, Atty., P.O. Box 370, Charleston, SC 29402-0370. This service having been mailed on January 30, 2006 and deponent further states she has no interest nor connection herewith.


SHIRLEY LEE, AFFIANT

SWORN to before me this 30th day

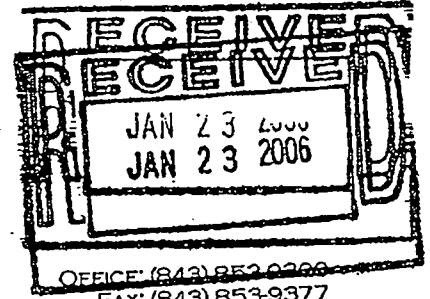
of , 2006

NOTARY PUBLIC OF SOUTH CAROLINA
MY COMMISSION EXPIRES: 6/15/15

GLENN P. CHURCHILL
ATTORNEY AT LAW

EAST BAY EXECUTIVE CENTER
174 EAST BAY STREET
SUITE 300

POST OFFICE BOX 370
CHARLESTON, SOUTH CAROLINA
29402-0370



January 9, 2006

Hon. Roger M. Young
Charleston County Judicial Center
100 Broad Street, Suite 368
Charleston, SC 29401

Re: Norman Robert Knight, Jr.
2004-CC-10-0099
Report of the Guardian *ad Litem*

Dear Judge Young:

2005-CP-10-3573

*Call & tell him
to file petition for
rule to show cause
if he thinks it
is warranted.*

I am submitting this report in my capacity as Guardian *ad Litem* for Norman Robert Knight, Jr. This matter is currently on appeal. The appeal has been heard, and I anticipate a ruling on it soon.

Pursuant to your order of October 5, 2005, I was to have access to Norman Robert Knight, Jr., within six (6) hours of my request to the office of Seth Whipper, Esq. Mr. Whipper is the attorney for Bobby Knight, the son of Norman Robert Knight, Jr. I have enclosed a copy of your order for your reference.

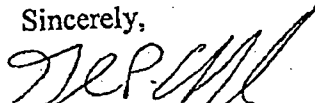
On January 5, 2006, I notified Seth Whipper by fax that I intended to visit Mr. Knight on January 9, 2006. On January 6, 2006, Seth Whipper notified his client, Bobby Knight, and Bobby's mother, Mildred Knight by fax of my visit. I have enclosed copies of each fax for your reference.

I arrived at the Knight residence at 10 a.m. on January 9, 2006. I both rang the doorbell and knocked on the door several times. After waiting on the porch for a few minutes it was apparent to me that nobody was home. I am, of course, concerned for the wellbeing of Mr. Knight. I am also concerned about why my visit would be denied, without explanation, in spite of your order.

I have also been informed that Mr. Knight's daughters were not permitted to deliver Christmas presents to Mr. Knight, and one of the daughters arrived at the Knight residence on January 1, 2006 for a scheduled visitation and nobody was home.

Please do not hesitate to call me if you have any questions about the matters contained in this report.

Sincerely,



Glenn P. Churchill

Cc: Thad H. Vincent, Esq.
J. Seth Whipper, Esq.
Ms. Mildred Knight

JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, S.C. 29401-2258

RETURN SERVICE REQUESTED



www3.charlestoncounty.org

132

10010015 2006 01/30/06 00:30

KNIGHT, BOBBY
PRO SE
3940 HOTTINGER AVE
NORTH CHARLESTON SC 29405-7018

000127 D 06/02/2006 MOTION TO DISMISS APPELANTS MOTION F VINCENT, T (15)
P 01/30/2006 NOT/MOT FOR A NEW TRIAL WHIPPER, J (20)

HEARINGS WILL BE IN COURTROOM 3E OF THE JUDICIAL CENTER

FOR THE FOLLOWING HEARING:

KNIGHT, BOBBY
PRO SE
3940 HOTTINGER AVENUE
NORTH CHARLESTON SC 29405

2005-CP-10-003573
TOONEY, CHLOE ETAL VS KNIGHT, BOBBY
OCTOBER 06, 2006 11:00AM
100 BROAD ST. CHARLESTON, SC 29401
THE HONORABLE JOHN M MILLING

JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, S.C. 29401-2258

RETURN SERVICE REQUESTED



www3.charlestoncounty.org

127



WHIPPER, J SETH
4592 DURANT AVE
NORTH CHARLESTON SC 29405-5211

000127 D 06/02/2006 MOTION TO DISMISS APPELANTS MOTION F VINCENT, T (15)
P 01/30/2006 NOT/MOT FOR A NEW TRIAL WHIPPER, J (20)

THIS MOTIONS TERM HAS BEEN CANCELLED.

FOR THE FOLLOWING HEARING:

WHIPPER, J SETH
4592 DURANT AVE
NO. CHARLESTON SC 29405

2005-CP-10-003573
TOONEY, CHLOE ETAL VS KNIGHT, BOBBY
OCTOBER 06, 2006 11:00AM
100 BROAD ST. CHARLESTON, SC 29401
THE HONORABLE JOHN M. MILLING

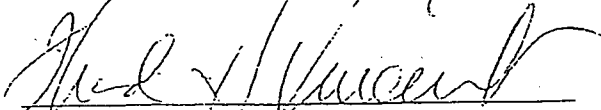
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2005-CP-10-3573
MILDRED KNIGHT and NORMAN	)	
ROBERT KNIGHT, III	)	
	)	
Appellants,	)	
	)	
-versus-	)	MOTION TO DISMISS APPELLANT'S
	)	MOTION FOR A NEW TRIAL.
CHLOE KNIGHT TONNEY,	)	
	)	
Respondent,	)	
	)	
IN RE:	)	
Norman Robert Knight, Jr., an	)	
alleged incapacitated person,	)	
	)	
Respondents..	)	

FILED
 2006 JUN -2 AM 9:45
 JULIE J. ARMSTRONG
 CLERK OF COURT

COMES NOW the Respondent by and through her undersigned attorney, Thad H. Vincent, who moves for dismissal of Appellant's Motion for A New Trial on the grounds that it is timely barred.

This is based on the grounds that the Appellant was served by mail with Judge Kenneth G. Goode's order on January 20, 2006 which dismissed Appellant's appeals of orders issued by the Charleston County Probate Court. More than 30 days have expired and no notice of appeal has been served as required by Rule 203 (a) and (b) of the SC Appellate Court Rules. Therefore, Appellant is now barred.

THE VINCENT LAW FIRM, LLC



THAD H. VINCENT
 ATTORNEY FOR RESPONDENT
 834 Savannah Highway
 Post Office Box 31842
 Charleston, SC 29417-1842
 (843) 769-6600

Charleston, South Carolina

This 2 day of June, 2006.

WHIPPER LAW FIRM

Attorneys and Counselors at Law

4592 Durant Avenue
North Charleston, SC 29405
(843) 740-7777
FAX (843) 740-9108

CHERYL WHIPPER HAMILTON
J. SETH WHIPPER

MAILING ADDRESS
POST OFFICE BOX 70070
NORTH CHARLESTON, SC 29415

December 31, 2013

Beaufort County Probate Court
Attn: Honorable Kenneth Fulp, Jr.
102 Ribaut Road
Beaufort, S.C. 29902

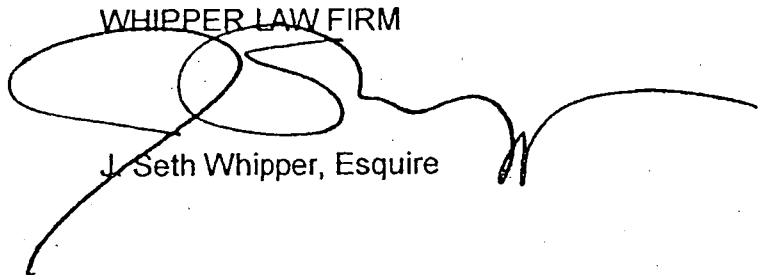
Re: *Est. of Norman R. Knight, Jr.*
Beaufort County Probate Court Case No.: 2012-ES-07-00998
Charleston County Probate Court Case No.: 2008-ES-10-00409
Supporting Material/ Documents

Dear Judge Fulp:

Enclosed with this letter are documents supporting the motions filed with the court, and also included is a list of those documents.

Sincerely,

WHIPPER LAW FIRM



J. Seth Whipper, Esquire

JSW/jbl

XC: Beatrice Whitten, Esq.
C. Mack Gibson, Jr. Esq.
W.E. Applegate, III
Bobby Knight, III

List of Documents

1. The Affidavit of Mildred C. Knight
2. Notice of Appeal (2005-CP-10-3573)
3. Grounds on Appeal (2005-CP-10-3573) (Pg.1)
4. Notice of Appeal (2007-CP-10-4141)
5. Grounds for Appeal (2007-CP-10-4141) (Pg.1;7)
6. Motion Cover Sheet (2007-CP-10-4141)
7. Certificate of Service (2007-CP-10-4141)

PROBATE JUDGE
DORCHESTER COUNTY

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)
)
IN THE MATTER OF)
ESTATE OF NORMAN)
KNIGHT, JR.)
)
LINDA KNIGHT JONES)
)
)
Petitioner,)
)
-versus-)
)
MILDRED CUMMINGS KNIGHT,)
NORMAN ROBERT KNIGHT, III and)
CHLOE KNIGHT TONNEY,)
)
Respondents.)

2010 MAR 25 AM 11:55
IN THE PROBATE COURT
CASE NO.: 2008-ES-18-00-402

**AFFIDAVIT OF:
MILDRED C. KNIGHT**

PERSONALLY APPEARED BEFORE ME, Mildred C. Knight, who after first being duly sworn deposes and states as follows:

nick I am the Movant in the above-captioned matter and series of cases. I make this affidavit of my own personal knowledge and experience and from my observations. Some of what I write is a recitation of what has occurred in this legal dispute. I wanted to finally and completely tell my side of the story and to emphasize some important facts which have been completely overlooked to date.

Too, I am making this an opportunity to refute the affidavits of Glen Churchill and Elizabeth Spencer whom both provided Walter Kauffman the interaction he requested to remove Norman from our home and my custody and care on January 31

2006 in violation of SC Code §62-1-308(c) and Judge Roger Young's Stay ORDER directing that "he (W. Kauffman) had no standing in these matters." [OCT 5, 2005]

My husband, Norman, and I are now older people, and we are what many people would consider 'old fashioned.' We were married in 1949. I am today 80 years old; on March 25, 2006, Norman turned 82. On May 7 2006 we will have been married 57 years and we were not permitted to be with each other due to Mr. Kauffman's having violated SC §16-75-60 and other restrictions and prohibitions during these legal matters. Because of what I view as the 'kidnapping of my husband', I have not been able to see him freely or enjoy our birthdays or anniversaries nor our daily marital relationship.

When I was 17 years old, I opened a checking account at the South Carolina National Bank. When we married, I added Norman's name to tha account. That account existed at what is now known as the Wachovia Bank. It had always been "our account."

mck Similarly, we have always lived in "our house" Norman and I had purchase the lot in 1948, before we were married, and set about building a house for his bride. It never occurred to us to put my name on it. We are not from a generation that views divorce as an option. We were able to pay off the house debt sometime in the 1960's. Norman finished the Citadel as a Veteran Student and transferred from the Charleston Post Office night shift to the Charleston Naval Shipyard as a civil engineer. He retired in 1975 as Senior Naval Architect. We never insured the home because we took care of it. While to many others this may seem old fashioned attitudes, it was simply the way we lived and saved and never thought twice about it. The house was deeded in only Norman's name the SCE&Gas was always in my name. I worked at the power company when we married and that meant we did not have to pay a deposit to turn on the utilities. The

electric service has always been in my name at both this home and the one next door. It was to be deeded solely in my name as it was granted to me by Louise Mae Reynolds in June 1997. Sonny Rozier, our attorney, was to file that deed. I have since learned differently.

Norman and I have three children; Linda 1950, Bobby 1952 and Chloe 1961. We have two grandchildren and one great, which I have not seen lovingly since the DSS complaint was filed against us in June 2004 and the daughters Power of Attorneys were revoked in July 2004. We hired attorney Suzanne Groff for that matter. We, Norman and I, have paid for educations for them all. For private school at First Baptist for Chloe and Linda's children, Angle and JP Jr. Norman and I come from a generation where the older folks stick together and take care of their offspring and not the visa versa. This has an exception for Bobby as he has had to provide his parents with his time and money since before the DSS complaint was ruled "unfounded". I now owe Bobby in excess of a well documented \$108,000 since the Conservatorship was taken away from me for Alan Bolden's having written himself a paycheck and me paying Bobby a loan of \$1,150.00 and me writing a check to DFAS (military base commissary) for \$400. I have never had the opportunity to let that appeal be heard or properly plead either.

Norman and I took care of his parents and his mother both physically and financially, too! Again we had never given any of this a second thought, about taking care of the others.

With the exception of about 4 years in the early 1980's, when he was married and then divorced for his wife's infidelity, Bobby has always lived with us in our house. Bobby has for many years not been close to his sisters. This was so unfortunate, but

Norman and I could not dictate with whom our adult children wanted to spend their time. On many occasions, while the grand's were in school or college; Bobby's help with property maintenances and costly mechanical items – helped us to always have that extra money for the others. Bobby even provided the cash for Angles first computer and programs at her college and for the money for JPs Citadel sword and extras. Bobby did this anonymously through his parents hands.

I have a respiratory problem since 1993 Or 1994. Norman and I stopped smoking in 1960. Other than that COPD condition, I have remained fairly healthy in all aspects.

Norman and I had long used Attorney "Sonny" Elbert Rozier. In September 1977, with Sonny's help, we executed wills and General and Durable Power of Attorneys to each other. Norman had my Power of Attorney and I had his.

mck
In about 2000 or 2001 Norman recognized that he was slowing down with age. He remained physically vibrant, still enjoying his walks, his yard work and Masonic Lodge with Bobby. However, he did not desire to drive as much. He liked to ride in Bobby's construction trucks and they went to the government contracts together as much as possible. Norman always liked the ships and fighter jets on Bobby's jobs. Then we would go to the commissary. Ice cream was a big treat for us on these outings. All that has been unjustly taken away from us. Norman and I realized that we should both take care of the finances and write out the bills together. Again, I will say that our marriage may have been too old fashioned in that Norman had always handled the monies for us in the past. He had his role and I had mine, until this time. Norman used to say "that he never expected to live this long." (with a laugh) I sure miss his laugh, his touch and jokes.

Norman had esophageal surgery in 2001. There is a letter from Dr Baumgartner from 2003 which mentions Alzheimer's disease. That letter was written after Norman's Surgery, when he had a mini-stroke. It is about this time that Norman and I started "to get our affairs in order" because of our advancing age. Norman was insistent about his wife knowing where all the check books were and insurance policies. The last check he signed was 21 August 2001. Most all our regular bills were paid from account drafts. All that stopped in May 2005 due to the Probate Petitions and Family Services calamity! Essentially, Norman and I had gone down our list of "end of life preparations" and that task was completed before 2003. (Norman even told me what color casket he wanted us to have, now those choices may have been taken away from us by these litigations)

mek These 'preparations' included fixing up the property: our home, the house next door that was granted to me by Louise Reynolds – mistakenly deeded by Sonny Rozier into Normans name in 1999 (adverse to the deed she signed in 1997 with Sonny's office) and the restoration of 3831 Rivers Avenue, Norman's childhood home. He asked Chloe for at least the past 8 years to set the title back to him. She kept putting us off. We always had possession and notoriety of ownership and paid the repairs and taxes. Chloe testified in Probate Court that she "had not even been on or in that property in the last 15 years" and that was two years ago now. She had the house raised. While Guardian and Conservator for Norman – with Sean Trundy as my attorney, we filed a Possession Case for the deed. That matter is still on the Court of Common Pleas Docket Case No. 2005-CP-10-2674.

I can and have the authority to speak for our marriage. I simply refused to give up hope of and our life together. This makes me the good wife that I promised to be to him.

I went to the hospital in December 2003. I had congestive heart failure. Norman and I had always agreed that we wanted no part of nursing home living. Norman accelerated the process of renovating the properties. He dictated what he wanted done and supervised and assisted Bobby. We made the bathroom door open out because one of Norman's lodge brother's door was a bath like ours and when his friend fell no one could open the door to help. We put up handrails and ADA hand grabs. We added another banister to the stairs. We made plans to add on a new bathroom shower addition large enough for assistance with showers, even from wheelchairs. I have that construction permit pulled from the City, but all our funds are being wasted paying lawyers – so construction is halted. Our yard is full of items to continue that renovation.

mk They put a new roof on the house. Bobby was signing for the materials when we would send him to the stores. Bobby's company, Construction Group was paying for the thousands of dollars in labor. Norman still vibrant was cutting shingles with Bobby in the yard to pass up to the workers on the roof even on New Years Day January 1 2004. The boys told me that the temperature was in the teens, but Norman still wanted to be with the men and share in the donuts and coffee breaks, too!

After my hospital stay, I stayed at Linda's for a few weeks in January 2004. Norman came over for dinner each night. Bobby would drop him off in one of the company trucks and pick him back up again to go home. They had the ceiling down in the living room and they were putting real plaster ceilings up. I wanted to avoid the dust even though the rest of the house was "bagged off for dust control."

During this time in January of 2004, Norman broke his hip at Linda's house. A broken hip is a big issue. Norman was in the hospital with a morphine drip daily. I was still being heavily medicated after my hospital stay.

It is during this time, when both Norman and I were on these powerful medications, that Chloe and Linda orchestrated the amendments to POA's with Attorney "Sonny" Rozier. These were signed on January 26, 2004, and with Power of Attorneys granted and filed. This change was contrary to our history and really was not requested by either Norman or me, and it is not what we really wanted. Chloe and Linda solicited all these filings & alleged thefts by "Bobby". Charlie Condon, our Probate Attorney investigated our finances and those of Bobby and found that Bobby had paid an excess of \$40,000 towards our care and living conditions by that time – certainly not stolen \$40,000. We had a full time care person paid for by Bobby until two months after Norman was taken away unjustly in January of 2006. Bobby has even paid for our medication co-pay while our money was being withheld by Family Services. We owe him that money as well. We would have died if not for our medicine – together almost \$800 per month out of pocket had to be spent on us.

WCH In June 2004, Chloe brought an eviction action against Bobby regarding 3831 Rivers Avenue. Chloe had stated it with a letter to the City Building and Zoning Department claiming it was her house. The city issued stop work orders on the permits and the Police issued Bobby a trespass notice - after calling Bobby at our home and asking him to meet them on the property. Bobby went and I followed in my car and they wrote Bobby thousands of dollars in citations. Bobby was there only as he had always been there working – at our requests – and working for free for us again.

Never in the 27 years since that property was transferred into Chloe's name, by "Sonny" Rozier, when Chloe was a minor child, while Norman was his Mother's POA. Never had Chloe paid anything or taken any real interest whatsoever regarding 3831 Rivers Avenue. Her own Probate Court testimony confirms this fact for the 15 years prior to 2004 she testified that she had not been to or inside the property. In fact, Chloe's 1985 Will that she gave us a copy of, deeded us the house and dismissed Bobby. We never showed that to Bobby III. Chloe having put that the house at 3831 Rivers Avenue was to revert to us, so we would not worry about her not fixing the title back like it was promised to be done. This was wrong to not pursue the matter more firmly with her. I am very disappointed for being tricked. At the time our family plans preparing for her future were that she would go to law school – we would pay – but Chloe got married instead.

me K It is Chloe's eviction action June 3 2004 which truly sparked the beginning of this legal dispute between herself and her parents. Norman and I revoked those POA's on June 15, 2004. Bobby took us to Attorney Susan Dunn's Office, she listened and she referred us to her friend, Attorney Suzanne Groff. Suzanne reviewed and interviewed Norman and I – together and individually at her home-office, to make sure we were both competent to her satisfactions. After Suzanne was satisfied with our mental states, we returned to her to sign the papers she prepared having us returned to having each others POA's. Bobby had driven us, but we never considered giving him POA's – he never asked to be appointed – he had always done our wishes regardless anyway without question or delay. In fact, while we were at Suzanne's office – Bobby sat on her boat dock and waited on us to complete our business. Bobby took us home and Suzanne had process servers sent to Chloe and Linda immediately. The process server who found

Chloe called Bobby on the Nextel Radio, Norman and I was with Bobby. He said Chloe ran from him and was hiding in the garage. They gave that process to her husband because she would not roll down the car window. The process server could see her so we said to leave the papers. This is how I heard the situation with my own ears.

Suzanne included in the Revocations a clause prohibiting Chloe and Linda both from ever having any future involvement in "matters of our lives." Our Wills, however were returned to exactly as they were in September 1997. The Probate Court on October 20 2004 said that Norman's Will could not be rewritten – that he could not marry or divorce – that he could keep his drivers license and that he could Vote. I believe because of the revocations, did cause more legal retaliations by Chloe and Linda, for Norman and I taking back control of our lives and our futures. It all has been stolen away at a time when Norman and I should not have been coerced into signing any kinds of legal documents for POAs. In fact, we later learned that Roper Hospital will not notarize such POA documents as a matter of their strict Policy. That is why "Sonny" Rozier was commissioned by our daughter for the act. I wish I would have known that before then.

Linda Jones initiated an investigation of our home by the Charleston County Department of Social Services (DSS) after her POA revocation was served by Suzanne Groff's Process Servers. DSS investigated on July 17, 2004. The full DSS report was subpoenaed by our Attorney Charlie Condon and it is now in the offices of Ben Mack, my elective share attorney in Family Court. I remember that we were at our kitchen table with Norman when the DSS Investigator came to our house. She was a pleasant lady and Norman signed some papers for her and answered her questions. She said that she did not find any problems and even commented on how nice a job Maria was doing with our

housekeeping tasks. DSS did not find any problems and the DSS report was 'unfounded' and we received that report as signed off on July 26, 2004.

On August 5, 2004; after Chloe and Linda, did not get the results that they wanted out of the eviction actions and the DSS investigations, Chloe hired Attorney Thad Vincent to file their Petition to make Chloe my husband's Guardian and Linda my husband's Conservator. Thad Vincent, to his denials, represents both daughters as the culmination of many letters and documents show an appearance by him many times for both daughters' claims and allegations. Chloe is a Georgia resident living in Tucker, Georgia. It goes without saying that Norman and I were very alarmed about being sued. Norman and I decided to get our money and cash together out of this fear now before us. Most of the money was in CDs, some in my name only and some in both of our names. We hired Charlie Condon and he left our home with \$90,000 total after his agreement to help. Norman always liked Charlie because his election commercials said he helped the elderly. We trusted him and believed him and he was there for us at the first on only time we had ever been in a court of law as victims. We have almost \$60,000 per year in retired income together. Norman is a Navy Veteran. I have a letter with the DoD that Norman signed making me Norman's representative for all purposes on file with the government.

On August 19 2004, a hearing was held at Probate. Glenn Churchill represented that the emergency relief Petitioned by the daughters was not necessary. Glen was appointed by the Probate for Norman. This first 'emergency hearing' was continued. The court ordered Glen to monitor Norman's health.

On October 20, 2004, Probate issued an verbal ORDER making me, his wife, Norman's Permanent Guardian. The Law of the Case was set on this day. WE consented

and agreed to divide all marital property 50/50 at that time. Thad Vincent read that part of the agreement into the record on this day. However, that has never been implemented with by his clients, whose vendetta continues to this very day. During that month, October 2004, Bobby, who has truly been our caregiver since the decline of our health, hired my assistant Maria Matias full-time. Bobby pays her weekly for this expense.

On November 9, 2004, the Probate Court adjudicated Norman as "incapacitated."¹ I was appointed Permanent Guardian and Co-Conservator with Alan G. Bolden, CPA. I later learned that the State Code does not approve but only "conservatorships." In fact the forms approved by the SC Supreme Court denote a space for the name of "the conservator" and the SC Legislature gave the duty to the SC Supreme Court to create the forms that the lower courts MUST use. Joint or Co Conservatorship must not have been sanctioned for true entities for these Probate form purposes. In fact, on our appointment form was altered with the word "conservator" as was XXXX'd out and the word Co-conservator typed in its place. Why? I do not feel that the Probate Court can take on the duty otherwise assigned to the Supreme Court and change the approved forms.²

SKX
Skipping forward somewhat, on May 19 2005, without a hearing, only a meeting with myself and my attorney, Charlie Condon with Judge Curry, the Probate Court removed me and Mr. Bolden as co-conservators and appointed Family Services as Temporary Conservator. This was likely after my son, Bobby, filed a *pro-se* Petition to remove Bolden for the reasons stated above and that Bolden's very first act was to put his name on every account – not just the conservatorship account the October 20 2004 Law

¹ The Probate Court was specific to allow Norman to keep his drivers license and to keep voters as he had gone to vote in 2004. I contest that the law does not allow Probate Court to reach or expand I[t's] jurisdiction into the lives of the Partially Incapacitated person. Norman was, at best did not meet that determination of 'incapacitated' permanently. Judicial discretion does not mean rewriting the SC Code.

² See Ftn No. 1.

of the Case created for Norman. The Probate Order says that "this was done on I[t's] own motion because the co-conservators have not acted as the ought to!"³

On August 25, 2005 the Probate Court removed me as Norman's Guardian. There also was an August 18, 2005 Probate Court Order. The were both faxed to my Attorney Charlie Condon on or about August 29/30 2005. The August 18 Amends all the 'preserved errors' that were part of Bobby's pending appeal process. In fact, these August 2005 Orders both are the result of Bobby's pending appeal pursuant to SC Code §62-1-308(c) which carries a statutory Automatic Stay.. So the Probate Court failed to schedule a proper and timely hearing for the Motion to Remove Bolden, see footnotes, and the Probate Court called and held the July 20 2005 hearing in violation of Rule 225 and §62-1-308(c) as July 25 2005 was the date for the grounds for the Appeal to be filed. The Probate Court did not first obtain permission from the Appeals Court to hold the July 20 2005 hearing nor did the Probate Court obtain permission of the Appeals court to issued the Orders described above. Those orders are still pending a series of appeal filed by myself and my son. In fact, it was not until July 25 2005 that Jack Sinclair – Attorney for Bobby – was allowed by Bobby to withdraw from the Appeal Jack file for Bobby. Charlie Condon filed my Appeal and then he obtained a Probate Order to withdraw. Charlie should have moved for the Appeal court to withdraw – not the court below. With Seth Whipper's Motion for New Trial (see CASE HISTORY attached hereto as my Exhibit A) for the particulars) Seth is Bobby's attorney of record at the Probate Court and the Motion for a New Trial – all pending the on the Ninth Circuit's Docket.

On August 29 and 30 Charlie Condon received letters from Dr's Derrick and Smith about Norman's health. (see EXHIBIT B & C attached hereto) In fact Mr. Vincent

³ See Ftn No 1 & 2

spoke to Dr Derrick about changing his opinion. All the attorneys knew the opinion of the two doctors was good for Norman and the care he was receiving. On August 30 2005, Bobby filed a timely Appeal for the August Orders and Charlie Condon joined in for me.

On September 06 2005, I through Charlie Condon joined Bobby's Appeal.

On October 5 2005 a STAY ORDER is issued after a hearing before Judge Roger Young held on September 20 2005, I was appointed Temporary Guardian and Family Services – with some restrictions – was appointed to continue as a Temporary Conservator pending the outcome of the appeal process. That process continues and this is contempt by others against me as the wife and party. Judge Young orders me to account for the UBS funds (\$42,957.99) Not pay it; but to account for it. We were under appeal and the funds were part of my bond as conservator. If the court wanted the money they could have made a claim to the bonding company directly. They did not!. The bonding company would have had issues as to the validity of co-conservatorships – Again an appeal issue for the court above – not the court below. Glen Churchill was to continue and Guardian Ad Litem and to visit Norman he had to give Seth Whipper 6 hours Notice. This was wrong as Seth Whipper was not my attorney. (See Stefan v Stefan SC S Ct Decision admonishing Charleston County Family court and instructing Family Court Judges to not give the authority of law or the courts to attorneys)

Family Services wrongfully canceled credit cards that belonged to only myself.

On January 17th 2006 Bobby through Attorney Seth Whipper filed a Motion for a New Trial as part of the Appeal process. That Motion was set to be heard October 15 2006 – hearing was canceled and to be moved to the next term of court. It is still waiting a day in court.

On January 31 2006, the Probate Court , issued an Emergency Order based on affidavits of Glen Churchill and of Elizabeth Spencer – I have never seen the Petition for the Order. In fact, Sean Trundy my attorney got first copies of these affiants on June 6 2006. At this Emergency Order, Probate has a duty to schedule a hearing within ten (10) days. That right to due process has never been afforded to either me or to Bobby. This Probate Emergency Order – among other grievous errors – found that Bobby and I were guilty of contempt of Probate Court about the very issues that were/ are pending before the Appeal Court. Again there is a violation of § 308(c) and Judge Young's ORDER. In fact, a study of my XHIBIT "A" CASE HISTORY will show that it (violations) have/has become a routine habit and practice for the Probate Court to Circumvent the Appeal Process, the SC Code §308(c), Judge Young and now Judge Mahon ORDERS as well as the Family Court Order of March 22 2007, paragraph No 2 about my annuities. That Emergency Order made Walter Kauffman the absolute Guardian of Norman. Kauffman – who notarized Elizabeth Spencer's Affidavit – which can be shown as not being of her personal knowledge and her personal involvement since her only visit to our home and lives was on August 5 2004. That visit with North Charleston Police was part of the retaliations from having hers and the daughters DSS Investigation dismissed as "unfounded". Again Charlie Condon told me that was a "double jeopardy" intrusion by Spencer and the City of Charleston Police Department. I have never seen or heard from them again other than her affidavit printed on Charleston POLICE Department Letterhead and referencing 'her many years of Law Enforcement Experience.' She and Kauffman are impersonating someone with either a standing in another case at law or

falsely presenting an authority at law that neither of them possessed – at these times – and in these cases before the courts then or now. To me this was/is still a “sham litigation”

As a result of violations by Mr. Kauffman to be involved in this case by instructions given to him by Judge Young in open court, the EMERGENCY ORDER signed by Judge Curry at Probate Court continued i[ts] findings of this January 31 2006 series to circumvent my Guardianship granted by Judge Young's ORDER October 5 2006 almost one year ago now. (see CASE HISTORY EXHIBIT “A”. Mr. Kauffman with his unlawfully obtain authority misused the authority of law and came to our home on January 31 2006 with a SWAT of police officers and removed Norman from our home and my life.

Ostensibly, my husband was kidnapped for protection that was not necessary or proven so by any use of due processes otherwise afford us by The Constitution and SC Code and the Rules of Civil Procedures.

What has occurred since shows what a farce this series of events has been. As much as four weeks after Norman was “taken” ; Mr. Kauffman and the daughters were still frantically attempting to locate doctors and refill medications. In February 2006, Norman missed at least two (2) major doctors scheduled appointments. On February 27 2006 Norman apparently required some emergency attention. (I know this occurred, but have not been allowed to know why it occurred) On April 28, 2006 Norman missed an appointment with his urologist. On May 1, 2006, Norman missed a scheduled ultrasound at the Lowcountry Medical Associates. Norman has suffered from kidney stones in the past and these are serious matters. In fact, the first date at Probate Court – no one

bothered to ask – but Norman and I and Bobby were at the hospital for having his kidney stoned blasted with the sonic machine. Charlie Condon put Norman's health above all else. I have no way of knowing if Norman has been receiving the quality of care he needs or the attention that I as his wife am lawfully entitled to provide. Bobby and I could recite then as to the medications and doctors for Norman. While we were busy bringing back his strength these others were busy 'throwing rock at us while we were doing it' with all this 'SHAM LITIGATION'. The Petition at Probate should be revoked as the daughters did not have a lawful standing to file such a demand. Certainly, a Probate Petition would invalidate one's POA – but it is for an Appeal Court to now rule or decide if a Petition at Probate Courts can automatically revoke a set of POAs that were already revoked, as our's were perfected by Attorney Suzanne Groff in June 2004 against the daughters.

WUK
While my husband, Norman, is under the questionable, unlawfully obtained control of his kidnappers, we will continue to not spend our lives together. I am a 80 year old lady who has always paid our taxes, taken care of her husband and children and grand children and the pets too! My husband has been stolen from me. My marriage has been almost completely destroyed by outsiders. My daughters apparently hate Bobby to such a degree that they are dizzy and misguided about him. He had never done anything to them that even remotely relates to all the unfounded allegations made. Why even on October 21 2004, only one day after our consent order agreement was made – the Law of the Case – Chloe was faxing affidavits to thwart the agreement from the Center of Disease and Control telephones at her job in Atlanta Georgia. So far the misuse of federal government time, machines, equipment and phones has destroyed my life and Bobby's

reputation in the community. These wrongful, malicious acts done with malice and forethought, and with conspiracy and collusion, only to name a few evil deeds; have only partially succeeded in completely taking control of my life, and the marital assets that Norman and I have worked a lifetime to acquire. This is a true tragedy that will not have a happy ending for anyone. This is sad as the largest part of our assets have been and still at risk of being gobbled up by the attorneys hired to defend our marriage and our home. I have happily given Bobby two Promissory Notes for the \$108,000 he has spent on his parents care and my defenses up to June 2006. It has all been documented and validated to my satisfaction. My attorney in the Family Court will be able to present this at the proper time in this legal process.

I have not seen Norman but for three times since January 31 2006. The three times Kauffman did let me visit – it was at a cost of \$140 per hour. It appears that the Probate Court allowed a way around our scrutiny of all ‘their mistakes’. The most horrendous mistake is that it took until August 18 2005 to get an AMENDED ORDER changing the previous ones that said “Norman R Knight Jr will not be on the premises when he has visitors.”

WCK
“The January 2006 Motion for a New Trial was timely filed by Seth Whipper”, so said Judge Dennis in the Appeal Hearing set for June 9 2006. Note that yet again the Probate Court on June 2 2006, just like the Probate Court did on July 20 2005 has violated §308(c) and called for a hearing at Probate to “beat out” Appeal Jurisdictions. Then Judge Curry put both me and Bobby in the County Jail for Contempt of Probate Court Order to hand over the UBS \$43,000. Bobby paid the \$43,000 demand and we were out of jail on June 8th just in time for Judge Dennis to say that “yes, the Motion for

a New Trial by Seth Whipper was timely made and that he personally would not take any jurisdiction over the matter." Later the Clerk sent us a notice setting a hearing for October 15 2006. That hearing was canceled and was to be set at the next term of court. I am waiting for that day in court, too.

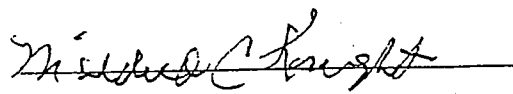
The same repeating routine habit and practice of Probate Court in Charleston County calling and ordering another hearing exactly one week before our appeal could be perfected and violating Rule 225 and §308(c). Without these *denials of due process* – Bobby and I would not have been in jail and I would not owe Bobby that ~\$43,000. The matter of this money was part of the pending Appeal – that money was bonded by me. The Probate Court was mad and furious because on the previous month the conservatorship at Family Services could not cash in our annuities – see violations of the March 22 2007 Family Court Order and the April 11, 2007 Probate Court Order. Yet, again here is another due process violation by the Probate Court "unlawfully" circumventing the Orders of the Courts above. Again, this second time that I know of that the Probate Court Ordered attempts had failed to get the money saved for our caskets.

I have met with the Internal Revenue Service about our marital taxes this month. The conservatorship that took my place, Family Services, failed to finish filing our taxes as married and joint for the years 2004, 2005 and 2006. I have sent the IRS three 1040X forms. The IRS will ministerially sign the forms for Norman in the interim. The investigator will look into the incorrect filing status that claimed Norman as separated for the year 2005. Norman was with me in 2005. That "avoidable misleading falsity" will be corrected as there was no justification. Too, the IRS considers nursing homes as a *temporary residence* for these tax purposes. The Family Services conservatorship has

caused my marriage much grief and damage. They gave us \$800 a month and held back thousands to pay attorneys which were instructed and directed by Chloe and Linda. This is conversion of funds to the nth degree. I want our money refunded with damages and interest to the full extent the law will allow. In fact, the last Petition filed by non-attorney Iris Albright in Probate Court, stated that she had been working closely with Chloe for the last two years. They made Chloe the Conservator and another Appeal is filed. My (our) marriage and privacy pursuant to USC Title 5 §552a has been grossly violated by these failures to protect my (our) personal files and records pursuant to the Privacy Act of 1974 and HEPA; by this uncontrolled and free flowing stream of otherwise protected information to the daughters and to them through the attorneys/guardians involved in numerous stages of this most complex litigation.

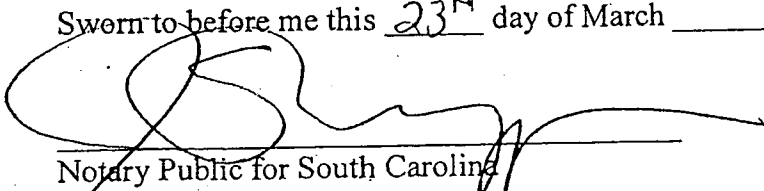
I pray for this very long and damaging ordeal to be over. I want my husband returned to me. I pray for the wrongs to be righted in in this legal process and for this nightmare to be over. I pray for the Appeal Court in SC to make Norman and I whole.

FURTHER THE AFFIANT SAYETH NOT
EXHIBITs "A, B, & C" attached hereto.


Mildred C. Knight, Affiant

NOTARY SEAL

Sworn to before me this 23rd day of March 2010.


Notary Public for South Carolina

My commission expires : 6/15/15

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

POWER OF ATTORNEY
REVOCATION

KNOW ALL MEN BY THESE PRESENTS that I, Norman R. Knight, Jr.,^{*} of Charleston, Charleston County, South Carolina, hereby revoke all prior powers of attorney, whether limited or durable, including but not limited to the power of attorney recorded at Book R 482, page 599 in the RMC Office for Charleston County, South Carolina, and by these presents do specifically bar LINDA KNIGHT JONES and CHLOE K. TONNEY from acting as my attorney in fact, and otherwise in my name, place and stead, and/or on my behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of

June, 2004.

Norman R. Knight Jr.
Norman Robert Knight, Jr. ~~aka~~ ^{aka} Norman R. Knight, Jr.
Social Security Number: 249-64-2503

Norman Robert Knight, Jr.,^{*} states to us that this document is his Power of Attorney Revocation; he requested that we act as witnesses to him signing it, and he signed it in our presence. We, in his presence and in the presence of each other, sign as witnesses this 28th of June, 2004, at Charleston, South Carolina.

Suzanne C. Goff
Witness

Emmett Hatcher
Witness

CERTIFIED
TRUE COPY
CHARLIE LYBRAND
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, SC
DATE: 7-9-04
BY: Charlie Lybrand, EB

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BK P 500PG-797

PERSONALLY appeared before me, Stephanie Hatcher, and made oath that he/she saw the within named NORMAN ROBERT KNIGHT, JR.,^{*} sign, seal and as his/her act and deed, deliver the within written Revocation of Power of Attorney and that he/she with the other witness witnessed the execution thereof.

Stephanie Hatcher

SWORN to before me this
28th day of June, 2004.

Suzanne C. Hoff
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 9/20/06

Suzanne E. Groff

P.O. Box 12510

Char SC 29422

BK P 500PG798

Revoke/P/AM

10.00

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10.50

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P500-796

2004 JUN 30 AM 9:29

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

IRVIN G. CONDON
Judge of Probate

TAMARA C. CURRY
Associate Judge of Probate

JACK I. GUEDALIA
Associate Judge of Probate



COMMITMENT DIVISION
JUDICIAL CENTER
100 BROAD STREET, SUITE 469
CHARLESTON, SC 29401
PHONE: 843.958.5180
FAX: 843.958.5191

August 22, 2005

Mr. Norman Robert "Bobby" Knight, III
3940 Hottinger Avenue
North Charleston, SC 29405

RE: NORMAN ROBERT KNIGHT, JR.

Dear Mr. Knight:

Enclosed is a certified copy an Amended Order dated August 18, 2005 in the above entitled matter.

I have taken the liberty in forwarding a copy of this Amended Order to the Court appointed attorney and guardian ad litem, Glenn Churchill, Esquire. I have also provided sufficient copies of the Amended Order to Charles Condon, Esquire, who represents Mildred Knight; Thad Vincent, Esquire, who represents Chloe Knight Tonney; as well as an individual copy to Linda K. Jones.

A final Order from the most recent hearing of July 20, 2005 will soon be forthcoming.

Sincerely,

TAMARA C. CURRY
Associate Judge of Probate

TCC:ava
Enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE PROBATE COURT
CASE NO.: 2004-GC-10-0099

CHLOE KNIGHT TONNEY,)
)
Petitioner,)
)
vs.)
)
NORMAN ROBERT KNIGHT, JR.)
an alleged incapacitated person,)
MILDRED KNIGHT and)
NORMAN ROBERT KNIGHT, III)
)
Respondents.)

**AMENDED
ORDER**

Date of Hearing:
Presiding Judge:
Attorney for Petitioner:
Attorney for Respondent Mildred Knight:
Attorney for Respondent Norman R. Knight, III:
Visitor, Attorney and Guardian *ad Litem*:

April 20, 2005
Honorable Tamara C. Curry
Thad H. Vincent
Charles Molony Condon
John Sinclair, III
Glenn P. Churchill

ACC
1094
8/18/05

WHEREAS an Order was issued May 19, 2005 setting out the below facts. An Amended Order was issued May 23, 2005, correcting the year Mildred Knight and Robert Norman Knight, Jr. had been inhabitants of their residence, followed by a correction to the name of their grandson. This Court has since been advised that there was a misprint in the previous orders of this court dated May 19, 1005 and May 23, 2005, where Bobby Knight was listed as Bobby Knight, Jr., instead of Bobby Knight or Robert Norman Knight, III. This Court stipulates that Norman Robert Knight, Jr. shall hereinafter be referred to as either Norman Robert Knight, Jr. or Mr. Knight. This Court

further stipulates that Norman Robert "Bobby" Knight, III, shall hereinafter be referred to as either Norman Robert "Bobby" Knight, III, or Bobby Knight.

This matter came before the Court on the Petition for a Rule to Show Cause filed by the Petitioner, Chloe Knight Tonney who was represented by Thad H. Vincent, Esquire. By previous Orders of this Court, Glenn P. Churchill was appointed Visitor and Guardian *ad Litem* for Respondent Norman Robert Knight, Jr. Respondent Mildred Knight was represented by Charles Molony Condon, Esquire and Respondent Norman Robert "Bobby" Knight, III was represented by John Sinclair, III, Esquire. Prior to the commencement of the hearing, the parties to this action submitted to the Court a proposed resolution of the issues in this matter. The Petitioner agreed to withdraw her Rule to Show Cause Petition, and the Court advised the attorneys that this would be the final opportunity to hear testimony regarding visitation of the incapacitated person by any interested party.

1cc
JCC
3/18/05

The Court finds that venue is proper, that the required notices have been given or waived. That the proposed protected person Norman Robert Knight, Jr. is a resident of the County of Charleston, and that Mr. Knight has assets requiring protective proceedings. Pursuant to the evidence presented and in accordance with the proposed settlement of the parties, this Court finds the following facts concerning the nature and degree of incapacity of Norman Robert Knight, Jr.:

FINDINGS OF FACT

Mr. Knight is an eighty-year-old Caucasian male who currently resides with his wife Mildred and their son, Bobby at 3940 Hottinger Avenue in North Charleston, South Carolina. Mr. and Mrs. Knight have been married for fifty-seven years and have been

living at their current address since 1949.

Mr. Knight has a long history of physical illness dating back to 1972. His history includes esophageal surgery, a splenectomy, polyp removal, chronic pancreatitis, hip replacement and several other medical conditions that require on-going medications and visits to the doctor. Mr. Knight was diagnosed with Alzheimer's disease in 2001, and his medical records reflect only symptomatic improvement of this condition while on Namenda. There have been a number of problems regarding visitation among the family members since the first hearing. The family members have agreed to allow the Court to set the visitation schedule with the assistance of Mr. Knight's private physician, F. Carl Derrick III, M.D.

Based on the testimony heard:

IT IS ORDERED that Chloe Knight Tonney and Linda Jones are allowed visitation every other Sunday afternoon for three hours. The visitation shall take place the first and third Sunday of each month between the hours of 1pm to 4pm.

IT IS ORDERED that the visitations may take place outside of Mr. Knight's residence, however, either party must make any necessary provision to accommodate any additional medical assistance that Mr. Knight may require, and they shall be responsible for the cost of the assistance.

IT IS ORDERED that Maureen Maguire must make bi-weekly visits at Mr. Knight's home and provide the Court a bi-weekly update of his health and daily care. The estate of Mr. Knight is responsible for such cost.

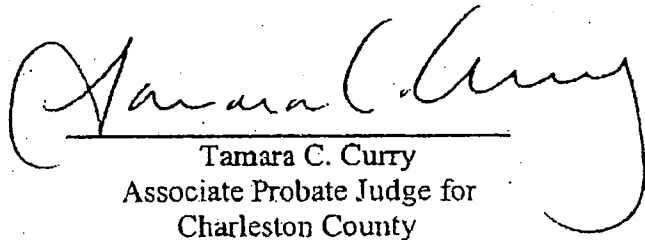
IT IS ORDERED that Chloe Knight Tonney and Linda Jones are allowed weekly calls to Mr. Knight on the second and fourth Sundays of each month between the hours of 1pm to 4pm.

IT IS ORDERED that John Paul Jones, Jr. is currently denied visitation at the residence of Mr. Knight and is restricted from making any attempts to contact the residence without further Order of the Court.

IT IS ORDERED that Bobby Knight shall not be present during any visitation or drop off of Mr. Knight.

IT IS ORDERED that the failure by any party to adhere to this Order shall be considered Contempt of Court and appropriate sanctions shall be rendered.

7 CC
for
8/18/05
AND IT IS SO ORDERED.


Tamara C. Curry
Associate Probate Judge for
Charleston County

Charleston, South Carolina
August 18, 2005


ATTEST: A TRUE COPY
DEPUTY CLERK PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA

IRVIN G. CONDON

Judge of Probate

TAMARA C. CURRY

Associate Judge of Probate

JACK I. GUELLA

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COMMITMENT DIVISION

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August 22, 2005

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Sincerely,

TAMARA C. CURRY
Associate Judge of Probate

TCC:ava
Enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE PROBATE COURT
CASE NO.: 2004-GC-10-0099

CHLOE KNIGHT TONNEY,)
)
Petitioner,)
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v.)
)
NORMAN ROBERT KNIGHT, JR.)
an alleged incapacitated person,)
MILDRED KNIGHT and)
NORMAN ROBERT KNIGHT, III)
)
Respondents.)

**AMENDED
ORDER**

Date of hearing: April 20, 2005
Presiding Judge: Honorable Tamara C. Curry
Attorney for Petitioner: Thad H. Vincent
Attorney for Respondent Mildred Knight: Charles Molony Condon
Attorney for Respondent Norman R. Knight, III: John Sinclair, III
Visitor, attorney and Guardian *ad Litem*: Glenn P. Churchill

WHEREAS an Order was issued May 19, 2005 setting out the below facts. An Amended Order was issued May 23, 2005, correcting the year Mildred Knight and Robert Norman Knight, Jr. had been inhabitants of their residence, followed by a correction to the name of their grandson. This Court has since been advised that there was a misprint in the previous orders of this court dated May 19, 2005 and May 23, 2005, where Bobby Knight was listed as Bobby Knight, Jr., instead of Bobby Knight or Robert Norman Knight, III. This Court stipulates that Norman Robert Knight, Jr. shall hereinafter be referred to as either Norman Robert Knight, Jr. or Mr. Knight. This Court

further stipulates that Norman Robert "Bobby" Knight, III, shall hereinafter be referred to as either Norman Robert "Bobby" Knight, III, or Bobby Knight.

This matter came before the Court on the Petition for a Rule to Show Cause filed by the Petitioner, Chloe Knight Tonney who was represented by Thad H. Vincent, Esquire. By previous Orders of this Court, Glenn P. Churchill was appointed Visitor and Guardian *ad Litem* for Respondent Norman Robert Knight, Jr. Respondent Mildred Knight was represented by Charles Molony Condon, Esquire and Respondent Norman Robert "Bobby" Knight, III was represented by John Sinclair, III, Esquire. Prior to the commencement of the hearing, the parties to this action submitted to the Court a proposed resolution of the issues in this matter. The Petitioner agreed to withdraw her Rule to Show Cause Petition, and the Court advised the attorneys that this would be the final opportunity to hear testimony regarding visitation of the incapacitated person by any interested party.

The Court finds that venue is proper, that the required notices have been given or waived. That the proposed protected person Norman Robert Knight, Jr. is a resident of the County of Charleston, and that Mr. Knight has assets requiring protective proceedings. Pursuant to the evidence presented and in accordance with the proposed settlement of the parties, this Court finds the following facts concerning the nature and degree of incapacity of Norman Robert Knight, Jr.:

FINDINGS OF FACT

Mr. Knight is an eighty-year-old Caucasian male who currently resides with his wife Mildred and their son, Bobby at 3940 Hottinger Avenue in North Charleston, South Carolina. Mr. and Mrs. Knight have been married for fifty-seven years and have been

living at their current address since 1949.

Mr. Knight has a long history of physical illness dating back to 1972. His history includes esophageal surgery, a splenectomy, polyp removal, chronic pancreatitis, hip replacement and several other medical conditions that require on-going medications and visits to the doctor. Mr. Knight was diagnosed with Alzheimer's disease in 2001, and his medical records reflect only symptomatic improvement of this condition while on Namenda. There have been a number of problems regarding visitation among the family members since the first hearing. The family members have agreed to allow the Court to set the visitation schedule with the assistance of Mr. Knight's private physician, F. Carl Derrick II, M.D.

Based on the testimony heard:

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IT IS ORDERED that Chloe Knight Tonney and Linda Jones are allowed visitation every other Sunday afternoon for three hours. The visitation shall take place the first and third Sunday of each month between the hours of 1pm to 4pm.

IT IS ORDERED that the visitations may take place outside of Mr. Knight's residence, however, either party must make any necessary provision to accommodate any additional medical assistance that Mr. Knight may require, and they shall be responsible for the cost of the assistance.

IT IS ORDERED that Maureen Maguire must make bi-weekly visits at Mr. Knight's home and provide the Court a bi-weekly update of his health and daily care. The estate of Mr. Knight is responsible for such cost.

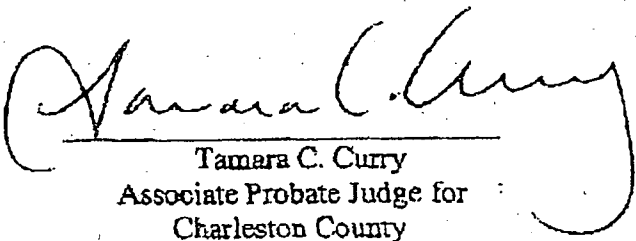
IT IS ORDERED that Chloe Knight Tonney and Linda Jones are allowed weekly calls to Mr. Knight on the second and fourth Sundays of each month between the hours of 1pm to 4pm.

IT IS ORDERED that John Paul Jones, Jr. is currently denied visitation at the residence of Mr. Knight and is restricted from making any attempts to contact the residence without further Order of the Court.

IT IS ORDERED that Bobby Knight shall not be present during any visitation or drop off of Mr. Knight.

IT IS ORDERED that the failure by any party to adhere to this Order shall be considered Contempt of Court and appropriate sanctions shall be rendered.

AND IT IS SO ORDERED.


Tamara C. Curry
Associate Probate Judge for
Charleston County

Charleston, South Carolina
August 11, 2005


ATTEST: A TRUE COPY
DEPUTY CLERK PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA

IRVIN G. CONDON
Judge of Probate

TAMARA C. CURRY
Associate Judge of Probate

JACK I. GUEDELLA
Associate Judge of Probate



COMMITMENT DIVISION
JUDICIAL CENTER
100 BROAD STREET, SUITE 469
CHARLESTON, SC 29401
PHONE: 843.958.5180
FAX: 843.958.5191

August 26, 2005

Mr. Norman Robert "Bobby" Knight, III
3940 Hottel Avenue
North Charleston, SC 29405

RE: NORMAN ROBERT KNIGHT, JR.

Dear Mr. Knight:

Enclosed is a certified copy of an Order dated August 25, 2005 in the above entitled matter for the hearing held July 20, 2005.

I have taken the liberty in forwarding a copy of this Order to the Court appointed attorney and guardian ad litem, Glenn Churchill, Esquire. I have also provided sufficient copies of this Order to Charles Condon, Esquire, who represents Mildred Knight; Thad Vincent, Esquire, who represents Chloe Knight Tonney; as well as an individual copy to Linda K. Jones.

You will note that Family Services, Inc., has been named as permanent conservator and Walter R. Kaufmann, Esquire, has been named as guardian. Mr. Walter Kaufmann and Ms. Iris Albright of Family Services, Inc., have both been provided with a copy of the Order along with other pertinent documents. Mr. Kaufmann may be reached at 881-3445. Ms. Albright may be reached at 744-1348.

Sincerely,

TAMARA C. CURRY
Associate Judge of Probate

TCC:ava
Enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE PROBATE COURT
CASE NO.: 2004-GC-10-0099

NORMAN ROBERT "BOBBY" KNIGHT, III,)
Petitioner,)

ORDER

versus)

NORMAN ROBERT KNIGHT, JR., an)
incapacitated person, and Mildred Knight,)
Linda K. Jones and Chloe K. Tonney, his next)
of kin,)

Respondents.)

Date of Hearing: July 20, 2005
Presiding Judge: The Honorable Tamara C. Curry
Petitioner: Norman Robert Knight, III
Guardian: Mildred Knight
Charles Molony Condon, Esquire
Temporary Conservator: Family Services, Inc.
Guardian *ad Litem*: Glenn P. Churchill, Esquire

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This matter came before the Court on the Petition for Removal of Allan Bolden as Co-Conservator for Norman Robert Knight, Jr., submitted by Norman Robert "Bobby" Knight, III; Motion for Attorney's Fees filed by Jack Sinclair, III, Esquire; Appointment of permanent Conservator, and investigation of expenditures by the previous Co-Conservators.

Present at the hearing were Glenn P. Churchill, Esquire in his capacity as Guardian *ad Litem*; Mildred Knight, wife of Norman Robert Knight, Jr., represented by Charles Molony Condon, Esquire; Norman Robert "Bobby" Knight, III, son of Norman Robert Knight, Jr., who represented himself *pro se*; Chloe Knight Tonney, daughter of Norman Robert Knight, Jr., represented by Thad. H. Vincent, Esquire; Linda K. Jones, daughter of Norman Robert Knight,

Jr.; previous Co-Conservator, Allan Bolen, represented by Wendi Freeman, Esquire and Iris Albright and Jean Kennedy, representatives of the Temporary Conservator, Family Services, Inc.

This Court finds that venue is proper, that the required notices have been given or waived; that the protected person, Norman Robert Knight, Jr., is a resident of the County of Charleston; and that Norman Robert Knight, Jr. has assets requiring protective proceedings.

Prior to beginning the hearing, the Petitioner, Norman Robert "Bobby" Knight, III, advised the Court that he was withdrawing his petition for removal of Allan Bolden as Co-Conservator and would not be seeking any further legal action against the former Co-Conservator while serving in that capacity. Mr. Bolden also informed the Court that he no longer desired to serve as Co-Conservator and requested that the Court permanently remove him as Co-Conservator.

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This Court has been advised that there was a misprint in the previous Order of this Court dated May 9, 2005, wherein Norman Robert Knight, III was referred to as "Bobby Knight, Jr." or "Norman Robert Knight, Jr." This Court stipulates that Norman Robert Knight, Jr., the protected person in these proceedings, shall hereinafter be referred to as Norman Robert Knight, Jr. and further stipulates that Norman Robert "Bobby" Knight, III shall hereinafter be referred to as Bobby Knight, III.

PROCEDURAL HISTORY

Norman Robert Knight, Jr. was declared incapacitated by this Court per Orders dated November 3, 2004, appointing his wife Mildred Knight as his Guardian and Mildred Knight and Allan Bolden as his Co-Conservators.

By Order of this Court dated January 28, 2005, the children and grandchildren of Norman Robert Knight, Jr. were granted visitation. The visiting parties were required to give the Guardian, Mildred Knight two (2) hours notice of the visit, and Bobby Knight, III, was not to remain in the area of the visit or was required to remain upstairs. The Order also required the Guardian, Mildred Knight, to retain the services of an elder care professional and submit a plan for the care of Norman Robert Knight, Jr. The assessment was completed and a report was submitted by Maureen Maguire, a licensed geriatric nurse with Seniors Choice.

Subsequently, this Court issued an Order for a Rule to Show Cause on February 17, 2005, ordering all parties to abide by the Court Orders. A further Rule to Show Cause Order was issued on May 19, 2005, wherein a specific visitation schedule and procedures were given for the children of Norman Robert Knight, Jr. At this hearing, it was agreed by all parties that the family members would allow the Court to set the visitation schedule with the assistance of Norman Robert Knight, Jr.'s private physician, F. Carl Derrick III, M.D. The Order further required Maureen Maguire, of Seniors Choice to make bi-weekly visits to the home of Norman Robert Knight, Jr. and to assess his in-home care and report her findings to the Court.

A status conference was held with the Co-Conservators on May 19, 2005. The Court determined that credit cards had been used in violation of this Court's Orders, that the Co-Conservators were not cooperating with each other and checks had been written to various parties without each Conservator's knowledge. Based on this information, the Court immediately removed Mildred Knight and Allan Bolden temporarily as Co-Conservators and appointed Family Services, Inc. as Temporary Conservator for Norman Robert Knight, Jr. The Order required the latter named parties to immediately turn over any and all checkbooks, money market accounts, credit cards, ATM cards, and any and all records of accounts and assets.

belonging to or in the name of Norman Robert Knight, Jr. to Family Services, Inc. This Order also froze and restricted all credit cards usage in the name of Norman Robert Knight, Jr.

An Amended Order followed the May 19th Orders correcting the date at which Mildred and Norman Robert Knight, Jr. inhabited their home and the name of their grandson John Paul Jones, Jr.

FINDINGS OF FACT

At the hearing held July 20, 2005, Glenn Churchill, Esquire, reported that he had been denied access to Norman Robert Knight, Jr. in his capacity as Guardian *ad Litem*; therefore he could not submit a current Visitor's report.

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Iris Albright and Jean Kennedy of Family Services, Inc. testified as to their representation while acting as Temporary Conservator for Norman Robert Knight, Jr. Ms. Albright testified that her investigation had been difficult to complete, because of lack of cooperation and lack of access to records in the name of Norman Robert Knight, Jr. Ms. Albright testified that several appointments had been cancelled by Mildred Knight; and that Mrs. Knight refused to turn over all of Norman Robert Knight, Jr.'s past and present bills or to establish a budget.

Ms. Albright testified that she established a household budget of \$200.00 based on the limited information she had secured. She had advised Mrs. Knight to contact her should additional funds be needed or required. Weekly checks in the amount of \$200 have been mailed to Mildred Knight to pay for food and other necessities; however they have not been cashed. Ms. Albright also testified that she had made arrangements to pay all other routine monthly bills that she had access to.

Ms. Albright further testified regarding a UBS account that had been held in the names of Norman Robert Knight Jr. and Mildred Knight. Ms. Albright gave account information for Norman Robert Knight, Jr. and stated that his UBS account had been all but closed, and a check had been disbursed from the account totaling the \$42,957.99. She was unable at that time to testify as to who had made the withdrawal, but had requested a copy of the withdrawal form from UBS. This withdrawal came after all assets had been ordered to be turned over to Family Services, Inc., as the Temporary Conservator.

Daughter Chloe Knight Tonney testified that she last visited her father, Norman Robert Knight, Jr., on June 5, 2005, but has since been unable to reach her father or mother, Mildred Knight, by telephone. Ms. Tonney testified that her phone calls have not been answered during the scheduled visitation times.

Daughter Linda Jones testified that she last visited her father, Norman Robert Knight, Jr., on June 5, 2005, but has since been denied access to him. Ms. Jones testified that she has gone by the home during scheduled visitation times and no one has answered the door or telephone calls made during the scheduled visitation times.

Mildred Knight, wife of Norman Robert Knight, Jr., testified that she has violated previous Court Orders, and admitted to being somewhat uncooperative with the Co-Conservator Allan Boldin, because he had written some checks without her permission. Mrs. Knight also testified that she withdrew/spent funds from the banking accounts and credit cards after the Court Orders directed her not to for household expenditures.

Mrs. Knight testified that she was holding onto the weekly checks mailed to her by Family Services, Inc., and had no plans to cash them until she needed them. Mrs. Knight further testified that she hired an additional accountant to handle household finances without the Court's

knowledge. She testified that Bobby Knight, III pays expenses on both her behalf and Norman Robert Knight, Jr.'s behalf, but has not submitted verification of such payments.

Mrs. Knight further testified that she along with Norman Robert Knight, Jr. or Bobby III, withdrew the funds from the UBS investment/savings account, and the funds are currently held in a sole account in the name of Bobby Knight, III. She further testified that she knowingly withdrew the funds without Court approval.

When queried as to why she denied Mr. Churchill access to Norman Robert Knight, Jr., Mrs. Knight stated that he upset her when he stated that he needed to see Mr. Norman Knight, Jr. in his home she stated "that it is our home". Mrs. Knight was also unwilling to allow Mr. Churchill, as Guardian *ad Litem*, any unscheduled visitation.

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Mrs. Knight stated that she does not want her daughters Chloe Knight Tonney and Linda Jones in the house because they have caused problems and cost her money by bringing this action. Mr. Knight stated that she did not believe her daughters should be allowed visitation and that she had removed Norman Knight Jr. from the home on the dates & times for scheduled visitation with the daughters. When queried as to her relationship with her daughters, Mrs. Knight stated there was no chance of reconciliation.

Lastly, Mrs. Knight further admitted that she has failed to turn over all requested records to the Temporary Conservator, Family Services, Inc. Mrs. Knight has refused to obtain homeowners insurance on the properties owned by Norman Robert Knight, Jr. because they have not done so in the past.

The Court also heard testimony regarding Bobby Knight, III request for approval for attorney fees that he has incurred as a result of this action.

CONCLUSIONS OF LAW

Based on the testimony and evidence presented, this Court has determined it would be in the best interest of Norman Robert Knight, Jr., that Walter Kaufmann, Esquire be appointed as Guardian for Norman Robert Knight Jr. This Court does not take lightly the institution of marriage. However considering Norman Robert Knight Jr.'s substantial health care needs, the continuous problems with visitation, the previous violations of this Courts Orders and the refusal of the parties involved to cooperate, that an independent person should be appointed Guardian.

This Court has further determined that it would be in the best interest of Norman Robert Knight, Jr. that the Temporary Conservator, Family Services, Inc. be appointed as permanent Conservator for Norman Robert Knight, Jr.; it is therefore

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ORDERED that Mildred Knight be removed as Guardian for Norman Robert Knight, Jr., and Walter Kaufmann, Esquire be appointed as Guardian; and it is further

ORDERED that Mildred Knight and Allan Bolden be permanently removed as Co-Conservator; and it is further

ORDERED that the Temporary Conservator, Family Services, Inc. be appointed as permanent Conservator of the estate of Norman Robert Knight, Jr.; and it is further

ORDERED that Walter Kaufmann be present as long as needed for scheduled visitation times per the Courts previous orders to ensure that visitation is properly carried out. Mr. Kaufmann shall utilize all measures to ensure that the Court's visitation schedule is followed; it is further

ORDERED that Chloe Knight Tonney and Linda Jones are allowed visitation every other Sunday afternoon for three hours. The visitation shall take place the first and third Sunday

of each month between the hours of 1pm to 4pm; or any other times agreed upon with the Guardian; it is further

ORDERED that the visitations may take place outside of Mr. Knight's residence, however, either party must make any necessary provision to accommodate any additional medical assistance that Mr. Knight may require, and they shall be responsible for the cost of the assistance; and it is further

ORDERED if the visitation schedule is violated by either Mildred Knight or Bobby Knight III, that the Guardian, Walter Kaufmann, with the assistance of Family Services, Inc., shall locate a residential care facility or nursing home to house and care for Norman Robert Knight, Jr., and this shall be done immediately or as soon as a facility can be located; and it is further

ORDERED if Norman Robert Knight, Jr. is ultimately removed from the home, and placed in a nursing home or residential care facility, the visitation schedule with his daughters Chloe Knight Tonney and Linda Jones shall be held every Sunday between 11am and 3pm and every Tuesday and Thursday evening between 4pm and bedtime. Both Chloe Knight Tonney and Linda Jones are permitted nightly telephone conversations with Norman Robert Knight, Jr.; and it is further

ORDERED if Norman Robert Knight, Jr. is removed from the home, that both Mildred Knight and Bobby Knight, III shall be permitted to visit Norman Robert Knight, Jr. every day except during the hours of visitation reserved for daughters, Chloe Knight Tonney and Linda Jones; and it is further **ORDERED** that the Guardian, Walter Kaufmann is permitted to visit Norman Robert Knight, Jr. whenever necessary to fulfill his duties, but must call one (1) hour in advance; and it is further

ORDERED that the Guardian, Walter Kaufmann, shall keep all family members informed as to Norman Robert Knight, Jr.'s care and that Mildred Knight must be consulted regarding major medical care decisions, however the final decision is that of Walter Kaufmann; and it is further

ORDERED that the Conservator shall consult Mildred Knight regarding major financial decisions; and it is further

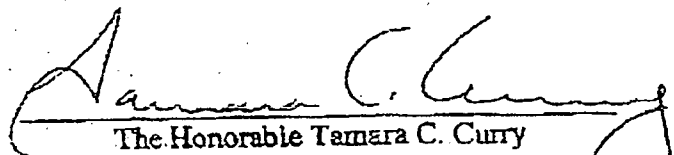
ORDERED that Mildred Knight shall turn over any and all financial records to Family Services within five (5) days of the execution of this Order or she shall be found in Contempt of Court and subject to a fine of \$100 per day. If Mildred Knight fails to comply within 15 days of this Order, a hearing will be set to determine further sanctions; and it is further

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ORDERED that Mildred Knight and Bobby Knight, III, shall turn over the proceeds of the UBS Account liquidated May, 2005, in the amount of \$42,957.99, to the Conservator Family Services, Inc., within five (5) days of the execution of this Order or they shall be found in Contempt of Court and subject to a fine of \$100 per day per person. If Mildred Knight and Norman Robert "Bobby" Knight, III, fail to comply within 15 days of this Order as directed, a hearing will be held to determine further sanctions; and it is further

ORDERED that the Petitioner's request for attorney fees is denied.

AND IT IS SO ORDERED.

This 26 day of August 2005.
Charleston South Carolina


The Honorable Tamara C. Curry
Associate Judge of Probate

ATTEST A TRUE COPY

DEPUTY CLERK PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
Case No.: 2005-CP-10-3573

Chloe Knight Tooney and Norman
Robert Knight, Jr. (an incapacitated person))

Plaintiffs,)

vs.)

Bobby Knight and Mildred Knight (wife
of Norman Robert Knight, Jr.))

Defendants.)

ORDER

BY _____
CLERK OF COURT
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This matter came before this Court on September 30, 2005, on Appellant's Motion to Stay Proceedings Pending Appeal. Based on the arguments presented at the hearing, now, therefore, it is

ORDERED that visitation must take place in accordance with prior orders of the Probate Court; and it is further

ORDERED Mildred McKnight remain Guardian and Conservator pending appeal; and it is further

ORDERED Mildred Knight and Bobby Knight III shall provide this court with an accounting of the \$42,957.99 which was removed from the UBS account on or about May 2005 within 15 days of the filing of this order; and it is further

ORDERED Glen Churchill, Esquire, is to remain Guardian ad Litem; and it is further

ORDERED Glen Churchill, Esquire, shall be permitted to have access to Norman Robert Knight, Jr. within six (6) hours of his request to Seth Whipper, Esquire's office; and it is further

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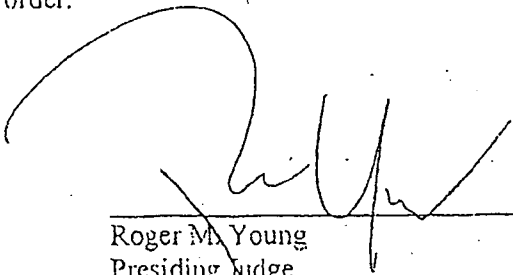
ORDERED there shall be no further use of credit cards that are issued in the name of Norman Robert Knight, Jr.; and it is further

ORDERED the Clerk of Court shall set this appeal for an expedited hearing during the October 31, 2005 term of court.

ORDERED Family Services shall retain control over funds and continue to pay per previous arrangements that were in effect.

Violation of previous orders or the terms set forth in this order, that shall be cause for a Rule to Show Cause to change terms of the order.

AND IT IS SO ORDERED.



Roger M. Young
Presiding Judge

October 5, 2005

Charleston, South Carolina.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
MILDRED KNIGHT and NORMAN
ROBERT KNIGHT, III, a.k.a.
BOBEY KNIGHT,

Appellants,

-versus-

CHLOE KNIGHT TONNEY,

Respondent,

IN RE:

Norman Robert Knight, Jr., an
alleged incapacitated person,

Respondents.

IN THE PROBATE COURT OF
THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2005-CP-10-3573
2005-CP-10-2603
2005-CP-10-2569

ORDER

PRESIDING JUDGE: The Honorable Kenneth G. Goode
HEARING DATE: December 13, 2005
APPELLANT'S ATTORNEY: J. Seth Whipper
RESPONDENT'S ATTORNEY: Thad H. Vincent

THIS MATTER COMES BEFORE THIS COURT pursuant to the filing of
four (4) Notices of Appeal which are more fully set forth below:

- a) Notice of Appeal filed by Charlie Condon on behalf of Mildred C. Knight on June 20, 2005 appealing the order of the Honorable Tamara C. Curry dated June 6, 2005. Case Number 2005-CP-10-2603
- b) Notice of Appeal filed by John Sinclair, III on behalf of Norman Robert Knight, III on June 17, 2005 appealing the order of the Honorable Tamara C. Curry dated June 6, 2005. Case Number 2005-CP-10-2569
- c) Notice of Appeal filed by Bobby Knight a.k.a. Norman Robert Knight, III on or about August 30, 2005 appealing the orders of the Honorable Tamara Curry dated August 11, 2005 and August 25, 2005. Case Number 2005-CP-10-3573
- d) Notice of Appeal filed by Charlie Condon on behalf of

Mildred C. Knight on or about September 6, 2005 appealing the orders of the Honorable Tamara C. Curry dated August 18 and August 25, 2005. Case Number 2005-CP-10-3573

Present at the hearing were the Appellants, Norman Robert Knight, III a.k.a. Bobby Knight and his attorney, J. Seth Whipper, and Mildred Knight, who appeared pro se and did not present any case nor had she filed any grounds on appeal. Also present was the Respondent, Chloe Knight Tonney, and her attorney, Thad H. Vincent, and Glen Churchill, who is the court appointed counsel and Guardian ad Litem for the alleged Incapacitate, Norman Robert Knight, Jr.

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The Respondent made an oral motion to dismiss the appeals which were filed in June on the grounds that they improperly requested relief from an order dated June 6, 2005 which was a denial of a Motion for Reconsideration. The underlying order was never appealed. Further, these appeals were never preserved as no grounds on appeal were ever filed with this court as required by South Carolina Code of Laws, §62-1-308.

After hearing arguments of counsel and reviewing the record, I find that the Order Denying the Motion for Reconsideration dated June 6, 2005 is interlocutory and, therefore, not appealable. Further, I find that said appeals were never preserved since the Appellants failed to file grounds on appeal within the statutory time. Therefore, I find that both appeals filed under case numbers 2005-CP-10-2603 and 2005-CP-10-2569 should be dismissed, with prejudice.

Prior to the hearing, only the Respondent submitted a brief to the Court. Based on arguments of counsel, applicable case law and statutes, and a careful review of this file, I make the following findings of facts and conclusions of law:

FINDINGS OF FACT

1. That a timely appeal was filed by Norman Robert Knight a.k.a. Bobby Knight on August 30, 2005 regarding an order issued by the Honorable Tamara Curry on August 25, 2005 and another order allegedly issued by Judge Curry on August 11, 2005. That this Court finds that there is no order which was entered on August 11, 2005 and, therefore, is not considering that part of this appeal. This Appellant timely filed and served his grounds on appeal on October 13, 2005.

2. That a timely appeal was filed by Mildred Knight by and through her then attorney of record, Charlie Condon, on September 6, 2005 regarding orders issued by the Honorable Tamara Curry on August 18, 2005 and August 25, 2005.

The Order dated August 18, 2005 was issued to correct and clarify a misprint in an order issued on May 19, 2005. The Appellant did not present any argument or evidence that the correction was in error. Further, since the order issued on May 19, 2005 had not been appealed, I find that any alleged error was not preserved and is not before this Court.

Further, Mildred Knight failed to preserve her appeal by

filing and serving her grounds on appeal as required by SC Code of Law, §62-1-308. Therefore, I find that this appeal should be dismissed, with prejudice.

3. This Court finds that the only matter properly before it today is an appeal of the Order issued by the Honorable Tamara C. Curry on August 25, 2005 in the Charleston County Probate Court under case number 2004-GC-10-0099.

4. Since this Court finds nothing in Judge Curry's Order dated August 25, 2005 with respect to a finding that Norman Robert Knight, Jr. is incapacitated, that ground for appeal is deemed improper and dismissed.

12/4 5. This Court finds that the Charleston County Probate Court, upon its own motion, removed Mildred C. Knight and Allan Bolden as Co-Conservators on the grounds that they failed to perform their duties as Conservators, and Family Services, Inc. was appointed as temporary Conservator. An evidentiary hearing was held on July 20, 2005 and, having been given proper notice through her attorney, Charles Condon, Mildred C. Knight did appear and gave substantial testimony.

This Court further finds that Judge Curry was in the best position to weigh the evidence and credibility of witnesses in order to determine that it was in the best interest of the Incapacitate not only to remove Mildred Knight as Co-Conservator but also as Guardian. The record clearly indicates that Mildred

Knight wilfully violated court orders in the past and her own testimony indicated she would continue this behavior in the future.

6. This Court finds that the Appellant, Norman Robert Knight, III, a.k.a. Bobby Knight, failed to preserve his rights by alleging any errors regarding the right to grant adult children visitation which was initially granted pursuant to an order issued by the Honorable Tamara C. Curry on November 9, 2004 and, therefore, it is now the law of the case.

12-45 7. This court finds that the Charleston County Probate Court did appoint Glen Churchill of the Charleston County Bar to serve as attorney and Guardian ad Litem for the alleged incapacitated person which was set forth in orders dated August 16, 2004 and August 19, 2004.

8. This Court finds nothing in Judge Curry's Order dated August 25, 2005 with respect to the division of assets between Mildred C. Knight and Norman Robert Knight, Jr., the Incapacitate. Since the division of marital assets was addressed in an order by the Honorable Tamara C. Curry dated November 9, 2004, the Appellant failed to preserve his right by timely filing an appeal pursuant to the South Carolina Code of Law, §62-1-308.

CONCLUSION OF LAW

This court has jurisdiction over the subject matter and parties herein.

That the Appellants herein failed to preserve appeals filed

in June under case numbers 2005-CP-10-2603 and 2005-CP-10-2569 in that they did not timely file grounds on appeals pursuant to the South Carolina Code of Law, §62-1-308. Therefore, since said appeals were not preserved, they are dismissed, with prejudice.

That the Appellant, Mildred Knight, failed to preserve the appeal she filed on or about September 6, 2005 under case number 2005-CP-10-3573, in that she did not file her grounds on appeal within the statutory time. Therefore, it is dismissed with prejudice.

6A #6
That the Appellant, Norman Robert Knight, III a.k.a. Bobby Knight, filed an appeal of an order dated August 11, 2005. Since there is no corresponding order, the appeal is dismissed, with prejudice.

That the Order issued by the Honorable Judge Tamara Curry on August 25, 2005 was appealed in a timely fashion pursuant to the South Carolina Rules of Civil Procedure and is properly before this court.

That several of the grounds set forth by Norman Robert Knight, III involve rulings from orders issued prior to August 25, 2005 which were not properly preserved because he failed to file within the statutory time and, therefore, this Court is not considering those grounds.

Further, that the ground alleging that the Probate Court failed to appoint a Guardian ad Litem is unsubstantiated since

the record contains two (2) separate orders appointing Glen Churchill of the Charleston County Bar.

That the Charleston County Probate Court was in a better position to weigh the credibility of the witnesses and determine its own findings of fact and "the appellate court may not disturb the probate court's findings of fact unless a review of the record discloses there is no evidence to support them." Howard v. Mutz, 315 S.C. 356, 361, 434 S.E.2d 254, 257 (1993).

This court further finds that "the authority of the probate court, derived from the statute and precedent case law, will not be disturbed absent a clear abuse of discretion." Parkman v. Hanna, 311 S.C. 20, 426 S.E.2d 743 (1992); Ex Parte: Tolbert In Re: Tolbert's Estate, 206 S.C. 300, 34 S.E.2d 49 (1945). This court did not find any such abuse of discretion in this case.

Based on the above findings of fact and conclusions of law, it is hereby

ORDERED, ADJUDGED, AND DECREED that this Court has jurisdiction over the subject matter and parties herein.

IT IS FURTHER ORDERED that the appeals filed by Mildred Knight under case numbers 2005-CP-10-2603 and 2005-CP-10-3573 were not timely pursuant to the South Carolina Code of Laws and they are dismissed with prejudice.

IT IS FURTHER ORDERED that the appeal filed by Norman Robert Knight, III under case number 2005-CP-10-2569 was not preserved

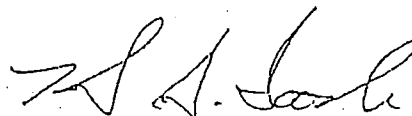
since he failed to file his grounds on appeal within the statutory time and it is dismissed with prejudice.

IT IS FURTHER ORDERED that the appeal of an alleged order dated August 11, 2005 filed by Norman Robert Knight, III a.k.a. Bobby Knight is dismissed with prejudice.

IT IS FURTHER ORDERED that since several of the grounds set forth by Norman Robert Knight, III a.k.a. Bobby Knight were not preserved for appeal, they became the law of the case.

IT IS FURTHER ORDERED that since this Court finds that the Charleston County Probate Court did not err in its findings of fact nor was there any abuse of discretion, the appeal is dismissed with prejudice.

AND IT IS SO ORDERED!



KENNETH G. GOODE, Presiding Judge
Court of Common Pleas for the
Ninth Judicial Circuit

Winnaboro, South Carolina

This 16 day of JANUARY, 2005

ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P. & G.S.
BY 
DEPUTY CLERK

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE PROBATE COURT
OF CHARLESTON COUNTY
Case No: 2004-GC-10-0099

CHLOE KNIGHT TONNEY
Petitioner,

-vs-

NORMAN ROBERT KNIGHT, JR.
an alleged incapacitated person
MILDRED KNIGHT and
NORMAN ROBERT KNIGHT III

Respondents.

**EMERGENCY
ORDER
(On Petition of Guardian)**

This matter came before the Court on the Petition for Emergency Order submitted by Walter R. Kaufmann, Esquire, the Guardian in this matter.

FINDINGS OF FACT and CONCLUSIONS OF LAW

1CC
9/3
31/06

Based on the Petition of the Guardian, and the accompanying affidavits of the Guardian *ad Litem* in this matter, Glenn P. Churchill, Esquire, and of Elisabeth Spencer, and based on the Court's own extensive knowledge of the procedural history of this case, the Court finds that the granting of Guardian's petition is appropriate. The Court finds that, because of the continuing contempt of orders of this Court, and of the Circuit Court, by Mr. Norman Robert "Bobby" Knight III and Mrs. Mildred Knight, exigent and emergency circumstances make this action appropriate. The Court finds that, based on the belief and petition of the Guardian, that it is the best interest of the ward that the ward be in the custody of the Guardian. The Court has directed the Guardian to take custody of the ward, Mr. Knight. The Court finds that it is necessary for law enforcement personnel to be involved in this matter in order to best ensure the safety of all involved, and to accomplish the transfer of custody from the Respondents to the Guardian. The Court

finds that the actions of the Respondents make it necessary for the Court to authorize the potential use of forcible entry, if the same be necessary, to the ward's own home in order to determine whether the ward is there or elsewhere.

It is therefore

ORDERED that the physical and legal custody of the person of Mr. Norman Robert Knight, Jr., is granted to his Guardian, Walter R. Kaufmann, and it is further

ORDERED that the Charleston County Sheriff's Office (or any other law enforcement agency or agencies, as may be appropriate) provide all means available and necessary to assist the Guardian in both in ascertaining the whereabouts and in gaining custody of the ward, Mr. Norman Robert Knight, Jr., and it is further

ORDERED that entry may be gained, by the use of force if necessary, to the ward's own home at 3940 Hottinger Avenue, N. Charleston, Charleston County, to ascertain whether or not the ward is on the premises, and it is further

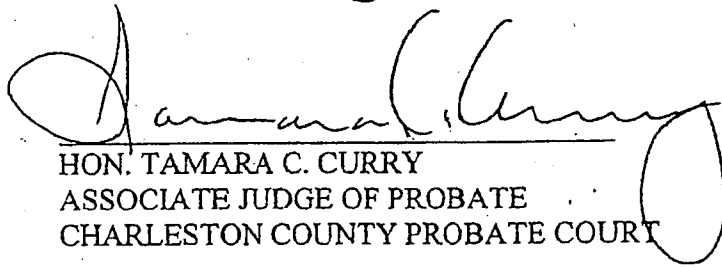
ORDERED That any law enforcement agency may take custody of the ward, Norman Robert Knight, Jr., subject to the further directions and instructions of the Guardian, and it is further

ORDERED that the Guardian has the sole authority as to who, if anyone, including any of the parties (with the exception of the Guardian *ad Litem* as provided below) is permitted to have visitation with the ward, and that such visitation is subject to any restrictions (including supervision of the visitation) imposed by the Guardian, including the denial of visitation to anyone, pending further order of this Court. The costs of any such restriction (e.g. supervision) shall be borne by the parties upon whom the Guardian places any such restriction, and it is further

ORDERED that the Guardian *ad Litem* shall have free access to visit the ward at any time upon reasonable notice to the Guardian.

JCC
8/3
11/31/06

SO ORDERED this the 31st day of January, 2006, at Charleston, South
Carolina.


HON. TAMARA C. CURRY
ASSOCIATE JUDGE OF PROBATE
CHARLESTON COUNTY PROBATE COURT

ATTEST: A TRUE COPY

DEPUTY CLERK PROBATE COURT
CHARLESTON COUNTY, SOUTH CAROLINA

ACC
303
1/31/06

Beatrice E. Whitten
Attorney and Mediator
1110A Queensborough Boulevard
Mt. Pleasant, South Carolina 29464

Phone: (843)881-1399

Fax: (843) 881-6695

June 20, 2008

Charles Goldberg, Esquire
Steinberg Law Firm
PO Box 9
Charleston, SC 29402-0009

C. Mac Gibson, Jr., Esquire
764 St. Andrews Blvd.
Charleston, SC 29407

Ben F. Mack, Esquire
110 N. Main Street
Summerville, SC 29483

J. Seth Whipper, Esquire
PO Box 70070
N. Charleston, SC 29415

RE: Estate of Norman Robert Knight, Sr./mediation
Case No.: 2008-ES-10-409

Gentlemen:

I will not attend the mediation scheduled for next week. I do not want to cause any more expense to the estate than necessary, and I do not think my presence will add to the proceedings. If Mr. Goldberg would let me know the outcome of the mediation, I would be most appreciative.

I am willing to continue serving as Special Administrator for the entire probate of this estate, if that is what the parties agree to at mediation. Please note that my continued service as Special Administrator is subject to the following conditions:

- None of your clients will call, visit, mail, e-mail or contact me or my office staff in any way, for any reason. All communication should come through their respective attorneys.
- I would be allowed to fulfil the Probate Court's requirements for completing probate of the estate, without harassment or interference. Please be on notice that if I continued to serve, I intend to pay the two current claims against the estate, from Walter Kaufmann, Esquire, and Family Services. I understand that there is also a court order for payment of attorney fees; this has not been submitted to me yet, but I intend to comply with any orders from the court.

Good luck with the mediation.

Sincerely,

A handwritten signature in cursive script, appearing to read "Beatrice E. Whitten". The signature is fluid and elegant, with a large initial "B" and a long, sweeping underline.

Beatrice E. Whitten

1 A. Yes, and the response was that it was
2 the estate.

3 Q. And that didn't trigger any concerns of
4 yours as to what was to be expected of AIG relative
5 to the heirs, to the widow? That didn't raise any
6 issues for you?

7 A. No.

8 MR. WHIPPER: I would like to introduce
9 this into evidence.

10 THE COURT: Any objection?

11 MR. GIBSON: No objection, your Honor.

12 THE COURT: Without objection, the
13 document entitled "Libby Castle, Friday, December
14 19, 2008," will be received in evidence as
15 Respondent's Exhibit 2.

16 (RESPONDENT'S EXH. 2, 12/19/09 E-MAIL,
17 was marked for identification and received into
18 evidence.)

19 THE COURT: You may proceed.

20 Q. What is this document?

21 A. This is the AIG annuity claim form.

22 Q. And it is signed by you; is that
23 correct?

24 A. That's correct.

25 MR. WHIPPER: Your Honor, we offer that

1 into evidence as well.

2 THE COURT: Would you hand it over,
3 please.

4 MR. WHIPPER: Yes, sir.

5 THE COURT: The document identified by
6 the witness headed "AIG Annuity and Annuity
7 Claimant Statement" will be received and admitted
8 as Respondent's Exhibit 3.

9 (RESPONDENT'S EXH. 3, AIG ANNUITY AND
10 ANNUITY CLAIMANT STATEMENT, was marked for
11 identification and received into evidence.)

12 THE COURT: Proceed.

13 Q. Would you look at this again.

14 A. All right.

15 Q. That's the e-mail between you and
16 Mr. Gibson and the letter from Ms. Tonney; is that
17 correct?

18 A. Yes. It is not a letter. It's the
19 funeral program that she wrote a note on.

20 MR. WHIPPER: We are entering this as
21 evidence, your Honor?

22 THE COURT: Without objection, the two
23 documents just identified -- well, one is the
24 funeral notice headed "We are grateful to you" --
25 will be admitted as Respondent's Exhibit 4, and

1 secondly, a copy of an e-mail from Mac Gibson to
2 Ms. Whitten, will be Respondent's Exhibit 5.

3 (RESPONDENT'S EXH. 4, FUNERAL NOTICE;
4 RESPONDENT'S EXHIBIT 5, E-MAIL FROM MAC GIBSON, was
5 marked for identification and received into
6 evidence.)

7 THE COURT: All right, proceed.

8 Q. Ms. Whitten, you came on in '08?

9 A. Yes.

10 MR. WHIPPER: Thank you. No other
11 further questions.

12 THE COURT: Okay. Any questions,
13 Mr. Gibson?

14 MR. GIBSON: Your Honor, I just have
15 several questions.

16 THE COURT: You may proceed.

17 CROSS-EXAMINATION

18 BY MR. GIBSON:

19 Q. Ms. Whitten, when you became the
20 special administrator, you in fact disallowed Chloe
21 Tonney's claim; is that correct?

22 A. I did.

23 Q. You decided to leave it to the Court's
24 discretion as to whether the claim would be
25 accepted or not, correct?

WHIPPER LAW FIRM

Attorneys and Counselors at Law

4592 Durant Avenue
North Charleston, SC 29405
(843) 740-7777
FAX (843) 740-9108

CHERYL WHIPPER HAMILTON
J. SETH WHIPPER

MAILING ADDRESS
POST OFFICE BOX 70070
NORTH CHARLESTON, SC 29415

May 27, 2013

Annuity Claims Manager

AIG Annuity Insurance Company

Annuity Administration

Post Office Box 871

Amarillo, Texas 79105-0871

Re: Name of Deceased: Norman Knight, Jr.

Contract Number: FG208100

Beneficiary: Cummings, Mildred (Knight)

Dear Madam or Sir:

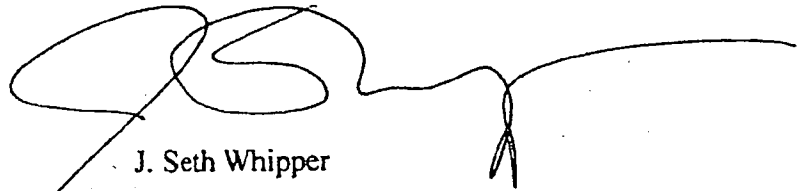
I represent the Estate of Mildred Cummings Knight. She is the widow of Norman Knight, Jr. Norman Knight, Jr. died March 11, 2008 and Mildred Cummings Knight died June 22, 2010. Before she passed, Mrs. Knight directed your company to pay the proceeds of an annuity she owned (FG208100) to her as owner and beneficiary. (See Enclosed Letter and executed Annuity Claimant Statement). These documents were mailed to your company on August 22, 2008.

This year it came to our attention that these benefits were paid to the Estate of Norman R. Knight, Jr. The documents clearly show that Mrs. Knight instructed that these proceeds be paid to her. Please note that Mrs. Knight was always the owner of this annuity (See Initial Premium Payment Form Enclosed)

This letter comes to demand correction of this action and restoration of the annuity to its proper status. I also write as the attorney for the sole heir of the Estate of Mildred C. Knight.

This letter is time sensitive. You may contact me at the above or email:
jsw@whipperlaw.com.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of loops and a long horizontal stroke ending in a small flourish.

J. Seth Whipper

Enclosures

xc: Bobby Knight

WHIPPER LAW FIRM

Attorneys and Counselors at Law

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North Charleston, SC 29405
(843) 740-7777
FAX (843) 740-9108

CHERYL WHIPPER HAMILTON
J. SETH WHIPPER

MAILING ADDRESS
POST OFFICE BOX 70070
NORTH CHARLESTON, SC 29415

August 27, 2008

B. M. Graves, Annuity Claims Manager
AIG Annuity Insurance Company
Annuity Administration
Post Office Box 871
Amarillo, Texas 79105-0871

Re: Name of Deceased: Norman Knight, Jr.
Contract Number: FG208100
Beneficiary: Norman Knight Jr. Estate
Death Certificate

Dear Ms. Graves:

Find enclosed the Death Certificate for Norman Knight, Jr.

Sincerely,

WHIPPER LAW FIRM

LaTarah N. Coney
Legal Assistant to J. Seth Whipper, Esquire

LNC

Enclosure

xc: Mildred Knight

WHIPPER LAW FIRM

Attorneys and Counselors at Law

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North Charleston, SC 29405
(843) 740-7777
FAX (843) 740-9108

CHERYL WHIPPER HAMILTON
J. SETH WHIPPER

MAILING ADDRESS
POST OFFICE BOX 70070
NORTH CHARLESTON, SC 29415

August 22, 2008

B. M. Graves, Annuity Claims Manager
AIG Annuity Insurance Company
Annuity Administration
Post Office Box 871
Amarillo, Texas 79105-0871

Re: Name of Deceased: Norman Knight, Jr.
Contract Number: FG208100
Beneficiary: Norman Knight Jr. Estate

Dear Ms. Graves:

Find enclosed the completed Annuity Claimant Statement and an Authorization to Release Confidential Records, both executed by Mrs. Mildred C. Knight.

Sincerely,

WHIPPER LAW FIRM

J. Seth Whipper, Esquire

JSW/lnc

Enclosures

xc: Mildred Knight



AIG Annuity

INSURANCE COMPANY

AIG Annuity Insurance Company
A Stock Company
205 East 10th Avenue
Amarillo, Texas 79101-3546
Telephone: 800.424.4990

Annuity Claimant Statement

(Instructions on Page 4)

POLICY NUMBER: FG208100 GROUP CERTIFICATE NUMBER (if applicable):

1. FULL NAME OF DECEASED ANNUITANT (Participant):
2. FULL NAME OF DECEASED OWNER (if other than above): Norman Knight Jr
3. IN WHAT CAPACITY OR BY WHAT TITLE DO YOU CLAIM THE PROCEEDS?
 - a. Full Name of Beneficiary Claimant: Cummings
 - b. Date of Birth: 1/7/27 c. Share of benefit claimed (percent or fraction amount): 100%
 - d. Social Security or Tax ID Number: (Complete Section 7 on Page 2)
 - e. Address: 3940 Hottinger Avenue (843) 793-4601

Street or Box Number	City	State	Zip Code	Home Telephone Number
North Charleston	SC	29405	()	N/A
				Work Telephone Number
 - f. If death was accidental, give date of accident N/A and describe how and where accident occurred.

4. MANNER OF PAYMENT, OR OTHER OPTION, DESIRED:

- ☒ Lump sum payment. (If the amount payable is \$10,000.00 or more, an AIG Annuity Bridge Account will be established. Please see the enclosed brochure.)
- ☐ Leave proceeds as "open claim" until further notice. (Please complete and return this form.)
- ☐ Spousal continuation.
- ☐ Annuitization - Please send annuitization quotes to me.

5. POLICY:

☐ The annuity contract identified on this form is enclosed.

☒ I hereby certify that the annuity contract identified on this form has been lost or destroyed and that said contract is not assigned, hypothecated or pledged in any way whatsoever. I therefore warrant and agree that should the original be found or in any way come into my possession, I will return or cause the same to be returned to AIG Annuity Insurance Company, its successors or assigns. It is distinctly understood and agreed that the original policy or certificate shall become null and void.

I, the undersigned, hereby make claim to the Death Benefit payable under provisions of the subject contract and agree that all papers called for by the Company shall be a part of this statement. I have read and I understand the important disclosure information located on page 3 of this form. Death Certificate and Policy must be returned with this statement if not in the possession of the Company.

FORM MUST BE NOTARIZED

August 22, 2008

Date
STATE South Carolina

On this 22nd day of August

Mildred C. Knight

known to me to be the identical person described in and who executed the foregoing statement, and acknowledged the execution of the same as a free act and deed for the purpose therein named.

My commission expires April 16, 2017

Mildred C. Knight

Claimant's Signature

COUNTY OF Charleston

2008, before me personally appeared a (Year)

Notary Public

Please complete and sign Pages 1 and 2 of this form. Failure to do so will delay your request.

**AMERICAN
GENERAL
ANNUITY**

American General Annuity
Insurance Company
A South Carolina
State Office: 25 First St. Avenue
Columbia, South Carolina 29201-0001

READ YOUR POLICY CAREFULLY
This policy is a legal contract between
the policy owner and the Company

Policy Number **FG 208100**
Initial Premium Payment **\$11,495.15**

Policy Date
Anniversary Date

9-18-03

The Interest Rate on the Initial Premium is **4.5%** and is guaranteed for one year.
(Annuity interest is credited on a daily basis, providing you an annual yield equal to the interest rate as indicated above.)
The minimum guaranteed interest rate is **3%** **and N/A**

ANNUITANT

Full Name

Norman R. Knight, JR.

Address

**3940 Hottinger Avenue
N. Charleston, SC 29405**

Marital Status

M

Social Security

843-64-2503

Date of Birth

3-25-24

Phone No. (Home)

Phone No. (Business)

OWNER

Full Name

Mildred C. Knight

Address

**3940 Hottinger Avenue
N. Charleston, SC 29405**

Marital Status

M

Social Security

247-38-4367

Date of Birth

1-7-27

Phone No. (Home)

Phone No. (Business)

BENEFICIARY

On The Life Of Annuitant:

Primary

Contingent

On The Life Of Owner, If Applicable:

Primary

Contingent

Relationship

Relationship

Relationship

Relationship

The Right To Change The Beneficiary Is Reserved To The Owner

ANNUITY APPLIED FOR

Plan Flexible Premium Deferred Annuity, Non Participating

Type of Annuity **Non-Qualified**

IRA

Transfer \$

Recover \$

Other

Deposit Year

Deposit Year

Will any insurance or annuity now in force be replaced or changed by the annuity applied for or application? **Yes** ☒ **No**

If yes, give company, amount, year issued and reason

I understand this annuity is not Federally Insured. On behalf of myself and any person who may claim any interest under this policy, I represent that all statements set forth are full, complete and true as written and correctly recorded to the best of my knowledge.

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, commits insurance fraud, which is a crime and subjects the person to civil and criminal penalties.

CHECKS MUST BE MADE PAYABLE TO AMERICAN GENERAL ANNUITY INSURANCE COMPANY.

DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE THE PAYEE BLANK.

SIGNATURES

Signed at

Signature(s)

Annuitant if age 18 or over

North Charleston, SC

22nd day of **September** 2005

Owner if different from Annuitant ☒

Joint Owner

Licensed Agent Signature

☒

Agency Name & Number

Licensed Agent & Number

FOR AGENT

To the best of your knowledge, is this insurance being purchased to replace or change any existing insurance or annuity?

If yes, give company, amount, year issued and reason

WHITE - Customer Copy

YELLOW - Home Office Copy

PINK - Agency

GOLD - Agent Copy

880A-05-A

537851

WHIPPER LAW FIRM
Attorneys and Counselors at Law
4592 Durant Avenue
North Charleston, SC 29405
(843) 740-7777
FAX (843) 740-9108

CHERYL WHIPPER HAMILTON
J. SETH WHIPPER

Mailing Address
P.O. Box 70070
North Charleston, SC 29415

AUTHORIZATION TO RELEASE CONFIDENTIAL RECORDS

I, Mildred C. Knight, do hereby authorize AIG Annuity Ins. Company
to allow J. Seth Whipper to examine and/or copy all information or opinions or
reports and any and all materials relevant to my Annuity Claim statement, Annuity
account, and Annuity Contract

YOU ARE FURTHER requested to disclose no information to any other person (s) without written
authority from me to do so.

BE FURTHER ADVISED that all prior authorization is hereby canceled.

I hereby waive any privilege I have to the aforementioned information to my authorized legal
representative.

Mildred C. Knight

SIGNATURE

3940 Hottinger Avenue

North Charleston, SC 29405

ADDRESS

247-38-4367

SOCIAL SECURITY NUMBER

SWORN to before me, this 22nd

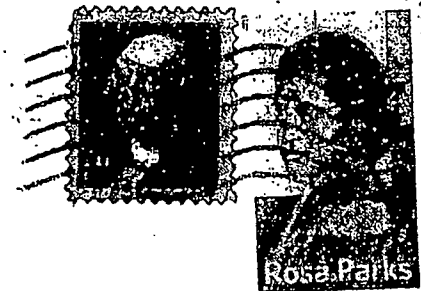
day of August, 2008

[Signature] (SEAL)
MY COMMISSION EXPIRES 04/11/14

Whipper Law Firm
Attorneys & Counselors at Law
Post Office Box 70070
North Charleston, SC 29415

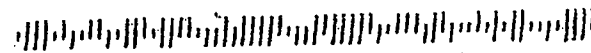
CHARLESTON SC 294

29 MAY 2013 PM 1 L



Bobby Knight
3940 Hottinger Avenue
North Charleston, SC 29405

2940587018



NOV. 11. 2003 3:12PM

CAROLINA NEUROLOGY

NO. 0/9

P. 1

CAROLINA NEUROLOGICAL CLINIC, L.L.P.

ALTON E. BRYANT, III, M.D.
JAMES L. BUMGARTNER, M.D.
THOMAS H. DUKES, III, M.D.
THOMAS S. HUGHES, M.D.
CHARLES S. JERVEY, M.D.
THOMAS R. STOUT, M.D.

125 Doughty Street
Suite 460
Charleston, SC 29403
(843) 723-0202
Fax (843) 723-1052

November 10, 2003

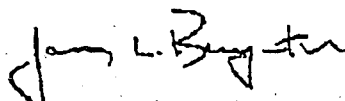
Re: NORMAN KNIGHT

To Whom It May Concern:

This letter will serve to document that I have treated Mr. Norman Knight for Alzheimer's disease since 2001. He is maintained on Aricept, memantine, and Seroquel for this problem and will require long term therapy with these medications.

I will be pleased to provide additional documentation as needed. Thank you for consideration of Mr. Knight.

Sincerely,


James L. Bumgartner, M.D.

JLB/sf

cc: Ms. Linda Jones

STATE OF SOUTH CAROLINA)
) GENERAL DURABLE POWER OF ATTORNEY
 COUNTY OF CHARLESTON)

KNOW EVERYONE BY THESE PRESENTS, that I, NORMAN R. KNIGHT, JR., do hereby constitute and appoint LINDA KNIGHT JONES, of Charleston, South Carolina, my true and lawful attorney for me and in my name and stead. If she is not able to act as my attorney-in-fact, I hereby constitute and appoint CHLOE K. TONNEY, of Tucker, Georgia, my true and lawful attorney-in-fact for me and in my name and stead:

1. To enter upon and take possession of any lands, buildings, tenements, or other structures, or any part or parts thereof, that may belong to me, or to the possession whereof I may be entitled;

2. To ask, collect and receive any rents, profits, issues, or income, of any and all such lands, buildings, tenements, or other structures, or any part or parts thereof;

3. To make, execute and deliver any deed, mortgage or lease, whether with or without covenants and warranties, in respect of any such lands, buildings, tenements, or other structures, or any part or parts thereof, and to manage any such lands, and to manage, repair, alter, rebuild, or reconstruct any buildings, houses or other structures, or any part or parts thereof, that may now or hereafter be erected upon any such lands;

4. To demand, sue for, collect, recover and receive all goods, claims, debts, monies, interest and demands whatsoever now due, or that may hereafter be due, or belong to me (including the right to institute any action, suit or legal proceeding, for the recovery of any land, buildings, tenements, or other structures, or any part or parts thereof, to the possession whereof I may be entitled), and to make, execute and deliver receipts, releases, or other discharges therefore, under seal or otherwise;

5. To make, execute, endorse, accept and deliver any and all bills of exchange, checks, drafts, notes and trade acceptances,

6. To pay all sums of money, at any time or times, that may hereinafter be owing by me upon any bill of exchange, check, draft, note or trade acceptance, made, executed, endorsed, accepted and delivered by me, or for me, or in my name, by my said attorney;

7. To deposit any monies which may come to his hands as such attorney with any bank or banker in my name, and any of such money or any such other money to which I am entitled which now is or shall be so deposited to withdraw, and either employ as he shall think fit in the payment of any debts, or interest, payable to me, or taxes, assessments, insurance, and expenses due and payable or to become due and payable on account of my real and personal estate, or in or about any of the purposes herein mentioned, or otherwise for my use and benefit, or invest in my name in any stocks, shares, bonds, securities or other property, real or personal, as my attorney may think proper, and to receive and give receipts for any income or dividend arising from such investments, and all and any such investments or other investments to vary or dispose of for my use and benefit as my attorney may think fit;

8. To sell any and all shares of stock, bonds, or other securities now, or hereafter belonging to me, that may be issued by any association, trust, or corporation, whether private or public, to make, execute and deliver any assignment or assignments of any such shares of stock, bonds or other securities, and to vote said shares of stock;

9. To defend, settle, adjust, compound, submit to arbitration and compromise all action, suits, accounts, reckonings, claims and demands, whatsoever, that now are, or hereafter shall be, pending between me and any person, firm, or corporation, in such manner and in all respects as my said attorney shall think fit;

10 To enter, make, sign, execute and deliver, acknowledge and perform any contract, agreement, writing, or thing that may, in the opinion of my attorney, be necessary or proper to be

entered into, made, or signed, sealed, executed, delivered, acknowledged, or performed; and

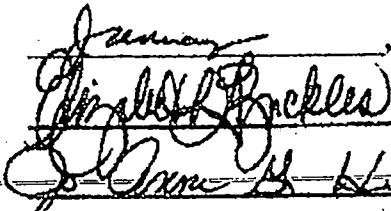
11. Without, in anywise, limiting the foregoing, generally to do, execute, and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed, or that in the opinion of my said attorney ought to be done, executed or performed, in or about the premises, of every nature and kind, whatsoever, as fully and effectually as I could do if personally present.

12. Any provision of this instrument found to be prohibited by law shall be ineffective to the extent of such prohibition without the invalidating of the rest of this instrument.

13. The Power of Attorney expressed herein shall continue indefinitely at the pleasure of
***NORMAN ROBERT KNIGHT, JR.**

14. This Power of Attorney shall not be affected by physical disability or mental incompetence of the principal, which renders the principal incapable of managing his/her own estate. The authority conferred shall be exercisable notwithstanding physical disability or mental incompetence. All acts done by the attorney-in-fact pursuant to this power during any period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind the principal or her heirs, devisees, legatees, and personal representative as if the principal were mentally competent and not disabled.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal this 36th day of

January, 2004.

Elizabeth Buckles
Donna B. Hiers

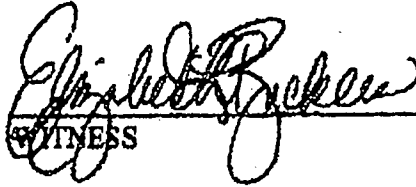
Norman Robert Knight, Jr.
*** AKA NORMAN ROBERT KNIGHT, JR.**

R 482PG602

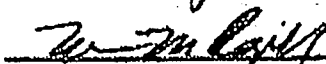
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PROBATE

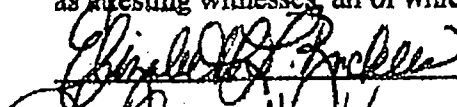
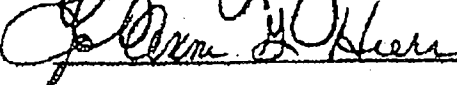
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named NORMAN ROBERT KNIGHT, JR., (Grantor) sign, seal and as their act and deed, deliver the within instrument for uses and purposes therein mentioned, and that (s)he, with the other subscribed witnesses, in the presence of each other, witnessed the due execution thereof.


WITNESS

SWORN to before me this
26 day of January, 2004.

 (LS)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 3-5-12

We saw ^{*}NORMAN ROBERT KNIGHT, JR., in our presence, sign this instrument at its end. He then declared it to be his Power of Attorney to LINDA KNIGHT JONES and requested us to act as witnesses to it. We believed him to be of sound mind and memory and not under duress or constraint of any kind. We then, in his presence and in the presence of each other, signed our names as attesting witnesses, all of which was done on the date of this instrument.

 residing at 14 Madecrest Drive, Charleston, SC 29412
 residing at 2939 Hottelwood Av, N Charleston SC 29405

8: 11

R 482PG603

Elbert Rozier
3691 Paramount Dr Ste A
N. Chas, SC 29405
(2)

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CLERK OF COURT
REGISTER
CHARLESTON COUNTY SC

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LN

IRVIN G. CONDON

Judge of Probate

TAMARA C. CURRY

Associate Judge of Probate

JACK I. GUEDALIA

Associate Judge of Probate



ESTATE DIVISION
HISTORIC COURTHOUSE
84 BROAD STREET
CHARLESTON, SC 29401
PHONE: 843.958.5030
FAX: 843.958.5044

January 21, 2008

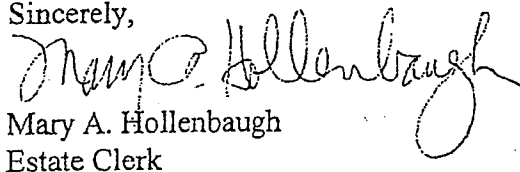
Honorable Tiffany Provence
Judge of Probate, Dorchester County
101 Ridge Street
St. George, S.C. 29477

RE: ESTATE OF NORMAN R. KNIGHT, JR.
CASE#2008ES10-00409

Dear Judge Provence:

I have enclosed the original of a creditor's claim filed on January 20, 2009 in reference to the estate of Norman R. Knight, Jr. A copy of the claim has been forwarded to the Special Administrator, Beatrice Whitten, Esq.

Sincerely,


Mary A. Hollenbaugh
Estate Clerk

mah:
Enclosure

cc: Chloe Knight Tonney

BEATRICE E. WHITTEN
Attorney and Mediator
1110 Queensborough Blvd., Suite A
Mount Pleasant, SC 29464

Phone 843-881-1399

Fax 843-881-6695

July 21, 2010

Seth Whipper, Esquire
Whipper Law Firm
PO Box 70070
North Charleston, SC 29415

JUL 21 2010

VIA FACSIMILE ONLY: 843-740-9108

Re: Estate of Norman Robert Knight, Jr.
Case No.: 2008-ES-18-402

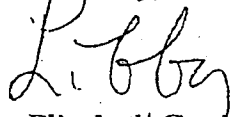
Dear Mr. Whipper:

Your client, Bobby Knight, came by the office today and asked the receptionist for an appointment with Bea. As the receptionist did not know the history of this file, she made the appointment.

Bea stated in her letter dated June 20, 2008, that she agreed to serve as Special Administrator for this estate only if she is not to be contacted directly by any of the decedent's family members, only by their respective attorneys. Therefore, we have cancelled his appointment. Bea would be more than happy to talk to you about any questions Mr. Knight may have.

With kind regards, I remain

Sincerely,


Elizabeth Castle
Paralegal

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF BEAUFORT	)	CASE NO.: 2012-ES-07-0998
	)	
IN THE MATTER OF	)	
ESTATE OF NORMAN ROBERT	)	RESPONDENT CHLOE TONNEY'S
KNIGHT, JR.	)	CLOSING ARGUMENTS
_____	)	

Respondent Chloe Tonney submits her closing arguments in support of her creditor's claim that she filed against the Estate of Norman Robert Knight, Jr. on or about April 17, 2009.

I. Statement of Facts

Norman Knight, Jr. died on March 11, 2008. The first notice to creditors was published on May 21, 2008. Respondent Chloe Tonney ("Tonney") filed a creditor's claim against the Estate of Norman Robert Knight, Jr. on January 20, 2009. This Court issued an Order that Tonney timely filed her creditor's claim. (Order dated July 29, 2013).

Tonney is seeking reimbursement for expenses that she incurred for the benefit of her father with the cooperation, consent, and knowledge of the court appointed guardian and conservator. The expenses include food, clothes, personal items, payments to Bishop Gadsden, furniture, legal fees, a payment to Family Services, Inc., and moving expenses.

On August 25, 2005, Walter Kaufmann ("Kaufmann") was appointed as the Guardian and Family Services, Inc. was appointed as the Conservator for Norman Robert Knight, Jr., an incapacitated person. (Petitioner's Exhibit #21). On October 5, 2005, presiding circuit court Judge Roger Young issued an Order that Mildred Knight would remain as guardian and conservator pending appeal. (Petitioner's Exhibit #22). On January 16, 2006¹, presiding circuit court Judge Kenneth Goode concluded and ordered that the Charleston County Probate Court did not err in its findings of fact or a showing of abuse of discretion, and the appeal was dismissed.

¹ Though dated January 16, 2005, this Order was filed with date stamped as January 20, 2006. Thus, a typographical error in the year was made on the signature page of the Order.

(Petitioner's Exhibit #23). At that point, Kaufmann and Family Services, Inc. resumed as the guardian and conservator for Mr. Knight.

Judge Tamara Curry issued an emergency Order dated January 31, 2006, which authorized Kaufmann as the guardian to take physical and legal custody of Mr. Knight. Kaufmann testified that with the assistance of the City of North Charleston police department, he removed Mr. Knight from his primary residence and placed him at the Savannah House, an assisted living facility. Several months later, Kaufmann and the management of the Savannah House determined that Mr. Knight needed extensive and full time care so Mr. Knight was transferred to the Bishop Gadsden nursing facility.

A. Food, Clothes, Personal Items, and Furniture

Kaufmann as the guardian for Norman Robert Knight, Jr. was permitted to establish the ward's place of abode within South Carolina. Further, he was authorized to take reasonable care of Mr. Knight's clothes, furniture, and other personal effects per §62-5-312(a)(1) of the South Carolina Probate Code.

Kaufmann testified that at the time he removed Mr. Knight from his primary residence to the Savannah House assisted living facility, he did not take any of Mr. Knight's clothes, bed, or furniture due to the emergency nature of the removal. The rooms at the Savannah House assisted living facility had no furniture. The management at Savannah House permitted Mr. Knight to borrow a bed until a new bed could be procured.

Tonney talked to Kaufmann and Iris Albright, a representative of Family Services, Inc. as Conservator, about assisting her father in terms of purchasing clothes, furniture, and food. Tonney testified that due to Mr. Knight's health issues, he required multiple small meals between regular meals. The Savannah House did not provide small meals or snacks to their residents including Mr. Knight. Both Kaufmann and Iris Albright ("Albright") testified that they were in agreement for Tonney to purchase food, clothes, and furniture for her father with the expectation

that she would be reimbursed. Such agreement was confirmed in a letter dated March 15, 2006, from Tonney to Albright. (Exhibit #13). In such letter, she asked for reimbursement from the expenses as shown below.

Tonney presented receipts from various stores for clothes, food, personal items, and furniture as follows:

Walgreens	\$ 220.10
Dillards	\$ 477.66
Harris Teeter	\$ 132.75
Sears	\$ 209.35
Citadel	\$ 260.93
Bombay	\$ 179.00
Wal-Mart	\$ 208.42
Tuesdays	\$ 59.60
Best Buy	\$ 320.99
Parisian	\$ 26.74
Stuckey Brothers	\$ 5,060.48
(collectively Exhibit #12)	

Kaufmann and Albright stated such purchases were for the benefit of Mr. Knight at the time he resided at the Savannah House and Bishop Gadsden. Mr. Knight had sufficient assets to cover these expenses, though he did not have sufficient liquid assets because he had to pay separate maintenance and support to his wife per an Order from the Charleston County Family Court. Nonetheless, Kaufmann and Albright asserted that Mr. Knight benefitted from such purchases and Tonney should be entitled to reimbursement.

The Respondent made unsuccessful attempts to show that Mr. Knight did not receive any benefit from Tonney for the food, furniture, personal items, and clothes. Instead, the Respondent focused on the whereabouts of such goods after the passing of Mr. Knight. Tonney indicated the goods were beyond any value to anyone including the Respondent.

As the Court mentioned at the conclusion of the case, Ms. Tonney has to prove by the preponderance of the evidence that she expended funds for clothes, furniture, personal items, and food for her father's benefit, and she expected to be reimbursed and specifically stated so in her

correspondence to Albright (Exhibit #13). The testimony of Kaufmann and Albright unequivocally showed they agreed for Tonney to purchase such goods, and she would be reimbursed when her father's funds were available. Additionally, Tonney proved that she purchased such goods with her personal check or with her credit cards. As a result, this Court should conclude by the preponderance of the evidence that Tonney is entitled to be reimbursed for the food, clothes, furniture, and personal items from the Estate of Norman Robert Knight, Jr.

B. Legal Fees to Thad Vincent and Mary Ann Hall

In November, 2006, Mildred Knight commenced an action for maintenance and support in the Charleston County Family Court. Mrs. Knight sought additional financial support from her husband to supplement the regular checks that she received from Albright. Such financial support included Mr. Knight's retirement accounts and pensions.

At the time Mrs. Knight initiated the family court action, Mr. Knight's health was not optimal and he needed assistance, which included the services of a guardian, conservator, and an attorney. Again, Tonney discussed with Kaufmann and Albright the need for her father to have legal representation to protect his assets. Tonney confirmed such discussion in a letter dated October 24, 2007 to Albright. (Exhibit #7).

Ms. Tonney stated in such letter to Albright that she would pay Thad Vincent's fees to represent her father in the family court action with the understanding that such payments to the Vincent Law Firm would be construed as a loan to her father at the prevailing interest rate that being 9.75%.

Thad Vincent issued a letter dated November 6, 2006 to Tonney. In such letter he stated he would represent Mr. Knight, however, he would expect payments from Tonney for charges that Family Services, Inc. was not able to pay. (Exhibits #1 and #2).

Tonney presented an invoice dated March 13, 2007 from Vincent Law Firm in the amount of \$1,701.39 and a check from her personal checking account for such amount. (Exhibit

#4). This Court ordered that the charge dated December 13, 2006 in the amount of \$21.20 would not be allowed because of the redaction for such service as shown on the invoice.

The Vincent Law Firm issued another invoice for services and costs rendered through June 11, 2007 in the amount of \$1,588.06. (Exhibit #5). A check from Ms. Tonney's personal account to the Vincent Law Firm was presented to this Court. (Exhibit #5). Both invoice and check were admitted as evidence without objection.

Lastly, Tonney showed an invoice dated October 15, 2007 from the Vincent Law Firm in the amount of \$2,801.64 for services provided as related to the family court action. Also, Tonney provided a check in such amount from an account in the names of Tonney and Linda Jones. (Exhibit #6).

During the pendency of the family court action, Thad Vincent retired from the practice of law. Tonney, Kaufmann, and Albright felt Mr. Knight needed another attorney to represent and preserve his interest in the family court action. Consequently, Tonney retained Mary Ann Hall. Tonney signed a fee agreement on behalf of her father. (Exhibit #8). Tonney paid a retainer in the amount of \$5,000 to Mary Ann Hall. (Exhibit #9). Mr. Knight died before the conclusion of the family court action; therefore, Mary Ann Hall returned the balance of the retainer that being a sum of \$1,808.03 to Tonney. (Exhibit #10).

Tonney has proved by the preponderance of the evidence that she expended a sum of \$9,283.36 in legal fees for the benefit of her father. More importantly, Kaufmann and Albright as guardian and conservator for Mr. Knight felt that Mr. Knight needed to be protected in the family court action. Tonney confirmed their decision, and she expressed that such payments would be in the form of a loan. (Exhibit #7).

C. Payments to Bishop Gadsden

Kaufmann determined that Mr. Knight needed an extensive care that could not be provided in an assisted living facility. In consultation with Tonney and Albright, Kaufmann

transferred Mr. Knight from the Savannah House assisted living facility to Bishop Gadsden nursing facility in 2007. Further, Tonney and Albright agreed if Mr. Knight's funds could not pay the full monthly amount, then Tonney would pay the difference.

Tonney presented a monthly statement dated October 31, 2007, from Bishop Gadsden in the amount of \$13,306.71. Tonney paid a sum of \$2,000 towards the balance as shown by a check from her and her husband's personal checking account. (Exhibit #17).

Tonney showed an invoice with a statement date December 31, 2007 from Bishop Gadsden. The total invoice was \$6,708.50, which included a \$20.00 deduction. According to Tonney's testimony, Family Services, Inc. as the conservator paid a sum of \$3,100, and she paid the balance that being \$3,608.50. Tonney provided a copy of a check for such amount from her and her husband's checking account. (Exhibit #15).

Family Services as the conservator for Mr. Knight paid \$3,300 to Bishop Gadsden for the invoice dated January 31, 2008. Tonney paid the balance of the invoice that being a sum of \$3,277.89 to Bishop Gadsden. The payment was made from her and her husband's personal checking account. (Exhibit #16).

Tonney wrote on each of the checks to Bishop Gadsden that each payment was a loan to "NRK Jr.". (refer to Exhibits #15-17). Tonney paid a total sum of \$8,886.39 to Bishop Gadsden as a loan for the care of her father.

Respondent attempted to argue that Mr. Knight could have resided at his primary residence or at another facility that had a lower monthly charge. However, Respondent's witness dealt with primarily Medicaid residents. She admitted Mr. Knight did not qualify for Medicaid. Further, she was not familiar with the care that Bishop Gadsden provided to Mr. Knight.

The witness was not aware that Mr. Knight had to be removed from his primary residence per an Emergency Order from the Charleston County Probate Court; therefore, she could not address the feasibility of Mr. Knight remaining at home.

Dr. Carey Fechter, a witness for Respondent, testified that he provided care for Mr. Knights for years. He did not examine or visit Mr. Knight at the time Mr. Knight resided at Bishop Gadsden. However, Dr. Fechter expressed that Bishop Gadsden is known to provide the best medical care of any nursing home facilities. Also, Dr. Fechter stated that Respondent told him that his father was receiving care in a very good place.

D. Additional Expenses

Tonney issued a personal check in the amount of \$1,000 to Family Services on May 29, 2007. She made a notation on the check "care expenses". (Exhibit #14). Albright testified that she informed Tonney that her father did not have sufficient funds in the conservatorship account to cover his expenses. Tonney issued such check to Family Services for the benefit of her father with the expectation that she would be reimbursed.

Additionally, Tonney paid Collins to move her father's furniture and bed from Savannah House assisted living to Bishop Gadsden nursing facility. Tonney presented a check made payable to Larry Collins in the amount of \$150.00, and such check account was in her and her husband's name. Also, Tonney noted on the check that such payment was for the moving expenses for the benefit of "NRK, Jr.". (Exhibit #11).

Upon the passing of her father, Tonney had to arrange for the transfer of furniture and other items out of Bishop Gadsden to a storage facility. She paid Collins a sum of \$279.00 to move her late father's furniture and items out of Bishop Gadsden. The payment was made from her and her husband's checking account with the notation "NRK, Jr. BG moving expenses". (Exhibit #19). If Tonney had not made such arrangements, then Bishop Gadsden would have continued to charge the Estate of Norman Robert Knight, Jr. for the room.

II. South Carolina Probate Code and Case Law

A. Claims

The Court expressed in Matter of Margaret Dever Hover Gurnham a/k/a Margaret D.

Hover, Beach Firsts National Bank v. The Estate of Margaret Dever Hover Gurnham a/k/a Margaret D. Hover, and/or Brian Hover, Slip Opin.# 27360 (S.C. dated February 26, 2014) that "claims against a decedent's estate include all claims 'whether due or to become due, absolute or contingent, liquidated or unliquidated, founded on contract, tort, or other legal basis.'" (cited In re Tollison, 320 S.C. 132, 463 S.E.2d 611(Ct. App. 1995) and §62-3-803(a) & (b)).

Further, the Court in Gurnham referred to Tollison in stating:

"[b]roadly speaking, all claims against the decedent should be presented for allowance, and the word 'claims' included such debts or demands as existed against the decedent in his or her lifetime and that might have been enforced against him or her by personal actions for the recovery of money." 34 C.J.S. *Executors & Administrators* §548 (Supp. 2013) (footnotes omitted). "Stated another way, the term included every species of liability that the personal representative can be called in to pay out of the general funds of the estate." [cited In re Tollison]. "However, claims against an estate are not limited to obligations of the decedent that could have been enforced against him or her while living." Id.

Tonney presented evidence of undisputed expenses that she paid for the benefit of her father from 2006 until March 28, 2008. Further, Tonney showed letters that she wrote to Albright in her capacity as the Conservator for Mr. Knight that she made payments for her father as a loan with the expectation that she would be reimbursed. Albright and Kaufmann as the Guardian for Mr. Knight testified that they had an understanding with Tonney that she would be reimbursed for expenses that she incurred for her father. Further, the checks that Tonney presented to this Court showed the notation that the checks were in the form of loan or expenses for her father. Albright as the Conservator made clear that she had marshaled credit cards and other accounts owned by Mr. Knight, and that Tonney did not use any of her father's income or assets to pay his expenses.

The expenses that Tonney incurred fall within the definition of "claim" as held in Tollison and Gurnham. The expenses are the obligation of the estate which could have been

enforceable against Mr. Knight during his lifetime, but for his lack of access to his funds due to appeals that Respondent and his mother filed. Tonney has the right to seek reimbursement of the expenses against the assets of the Estate of Norman Robert Knight, Jr.

Tonney proved by the preponderance of the evidence that she paid expenses for her father's benefit in the amount of \$26,754.47 as indicated in the attached statement.

B. Interest on Claims

A claimant is entitled to interest at the legal rate or contract rate at the later of fourteen months after the date of the decedent's date or the last date upon which the claim could have been properly presented as expressed in §62-3-806(d) of the South Carolina Probate Code.

Tonney sent a letter to Albright on October 24, 2007 that the payment in the amount of \$2,801.64 to the Vincent Law Firm would be treated as a loan with the interest rate at 9.75%. (Exhibit #7). Additionally, the checks that Tonney sent to Bishop Gadsden had a notation that such payments were loans for the benefit of her father. (Exhibits #15-#17).

Tonney is entitled to receive interest at 9.75% for the payments to Vincent Law Firm and interest at legal rate of interest for payments made to Bishop Gadsden in accordance with §62-3-806(d) of the South Carolina Probate Code.

Tonney further contends that her claim for all expenses that she paid for the benefit of her father should have been allowed by the special administrator; therefore, §62-3-806(d) of the South Carolina Probate Code is applicable to all expenses as accepted by this Court.

Tonney hereby requests this Court to find by the preponderance of the evidence that her claim in the amount of \$26,733.27 as shown in the attached statements is allowed against the Estate of Norman Robert Knight, Jr. with interest thereon.

(SIGNATURE IS ON THE FOLLOWING PAGE)

Respectfully submitted,

C. Mac Gibson, Jr.
1118 Savannah Highway
Charleston, South Carolina 29407
(843) 852-4646

May 23, 2014

REIMBURSEMENT BREAKDOWN

1. Bishop Gadsden	\$ 8,886.39
2. Thad Vincent, Esquire	\$ 6,069.89
3. Mary Ann Hall, Esquire	\$ 3,191.97
4. Stuckey Brothers	\$ 5,060.48
5. Collins	\$ 429.00
6. Walgreens	\$ 220.10
7. Dillards	\$ 477.66
8. Harris Teeter	\$ 132.75
9. Sears	\$ 209.35
10. Citadel	\$ 260.93
11. Bombay	\$ 179.00
12. Wal-Mart	\$ 208.42
13. Tuesdays	\$ 59.60
14. Best Buy	\$ 320.99
15. Parisian-	\$ 26.74
16. Family Services #14)	<u>\$ 1,000.00</u>

TOTAL \$ 26,733.27

WHIPPER LAW FIRM

Attorneys and Counselors at Law

4592 Durant Avenue
North Charleston, SC 29405
(843) 740-7777
FAX (843) 740-9108

CHERYL WHIPPER HAMILTON
J. SETH WHIPPER

MAILING ADDRESS
POST OFFICE BOX 70070
NORTH CHARLESTON, SC 29415

May 27, 2014

The Honorable Kenneth Fulp, Jr., Judge
Beaufort County Probate Court
P.O.Box 1083
Beaufort, S.C. 29910-1083

Re: *Estate of Norman R. Knight, Jr.*
ex. rel. Norman R Knight, III and Estate of Mildred C. Knight
Case No.: 2012-ES-07-00998 (Beaufort)
Case No.: 2008-ES-10-409 (Charleston)

Dear Judge Fulp:

Please find enclosed the Closing Argument (Removal of Special Administrator). By copy of this letter, I am serving the same on Beatrice E. Whitten, and C. Mac Gibson. Please have your clerks to clock the enclosed copy and return in the enclosed, self addressed stamped envelope.

Sincerely,

WHIPPER LAW FIRM

J. Seth Whipper, Esquire

JSW:cfw

Enclosures

xc: Beatrice Whitten
Charles Mac Gibson, Jr.
Norman R. Knight, III

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF ESTATE OF
NORMAN R. KNIGHT, JR.

) IN THE PROBATE COURT
) CASE NO. 2008ES1000409 (Charleston)
) CASE NO. 2012ES0700998 (Beaufort)
)
)
)

) CLOSING ARGUMENT
) (Removal of Special Administrator)
)
)

TO: HONORABLE KENNETH E. FULP, JR.: BEATRICE E. WHITTEN: C. MAC
GIBSON:

The evidence and record clearly indicate that the Special Administrator cannot serve the testator in effecting the aims of his devise. Norman R. Knight, Jr. clearly decided that his wife would be the sole beneficiary of his will. The Special Administrator had no relationship with Mrs. Knight. Consequently, the Special Administrator was oblivious to the expectations of Mr. and Mrs. Knight relative to their testamentary plans. The status of Norman Knight, Jr.'s (Mr. Knight) estate at the moment of her appointment calls attention to the issue of locating assets, and locating assets is a priority aspect of the responsibility of the Special Administrator. The key assets were the annuities that were co-owned by the Knights. The record shows no contact with the Special Administrator and Mrs. Knight regarding her interest in those annuities. Moreover, the record shows no efforts by the Special Administrator to discuss or resolve the funeral expenses for Mr. Knight. Even with an outstanding balance, there has been no inquiries or reports to Mrs. Knight regarding the existence, status or accounting for these expenses. Funeral expenses are a top priority under the probate code.

The concern for dealing with this Special Administrator is best demonstrated in the failure to recover personalty that belongs to the Estate. When asked to explain why the Mitsubishi sedan had not been secured for the estate, the Special Administrator responded that she was told that the car was given to the holder. There is no evidence that establishes an intervivos transfer of that car during the time when Mr. Knight, Jr. was more capable of making that kind of transaction. As the evidence showed, the vehicle is clearly registered to Mr. Knight, Jr. So, with no more than anecdotal representations from the adverse parties and amid the distress to Mr. Knight's widow,

the Special Administrator allowed the vehicle to remain outside the estate: no discussion with the wife, no notice of any thought process for managing this item. This approach to the issue was repeated in the handling of the annuities.

Mrs. Knight and Bobby Knight deserve at least objective neutrality. Documents in the Special Administrator's file do not support objective neutrality. The documents reveal unilateral communication with the Special Administrator and they indicate that speakers were either denigrating Mrs. Knight and Bobby Knight or coordinating strategy to undermine the efforts of Mrs. Knight and Bobby Knight. The Knights cannot feel comfortable in their relationship with the Special Administrator when these contacts occur without their review.

There is no question as to Mr. Knight's intention in his will. The issues of this litigation do not involve a determination of heirs and it does not involve a will contest. Mr. Knight's will had been in the custody of the probate court for nearly three (3) years prior to his passing. Mr Knight's clear and direct instructions left nearly his entire estate to Mrs. Knight. Because of these clear objectives, the Special Administrator cannot act to diminish the intentions of the testator and must not become detached from the testator to the extent she acts against his desires. Her behavior cannot revise or rewrite his will.

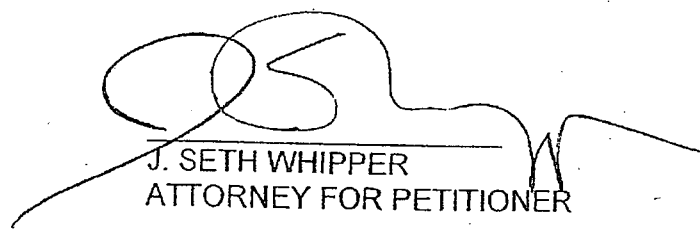
Even acting as a neutral, the Special Administrator has a duty to the estate and its devisees. The Special Administrator's efforts must regard the estate: collect and manage the assets, preserve them, account therefor, and deliver them to the general personal representative upon his qualification. Cause for removal of the Special Administrator exists when removal would be in the best interests of the estate. . . or that the personal representative has disregarded an order of the court . . . (S.C.Code Section 62-3-611 (b)). In July 2013, the Special Administrator was ordered and instructed to recall her lis pendens on the real property of the estate. This order was absolutely disregarded. The relationship of the Special Administrator and the devisees is fatally flawed. The Special Administrator has not acted in the best interest of the estate.

Bobby Knight's request to be appointed Personal Representative should be granted. Bobby Knight is completely aware of all of the issues raised by the administration of this estate. He has administrative skills, he is comfortable communicating with the probate court, and he appreciates the importance of preserving

the estate. His business ownership has prepared him for complying with regulations and laws, and preparing reports. He is the only devisee of Mildred C. Knight, and therefore would bring consistency to the conclusion of all probate affairs.

In conclusion, the Special Administrator should be removed and Bobby Knight should be appointed as Personal Representative for the estate of Norman R. Knight, Jr.

Respectfully Submitted



J. SETH WHIPPER
ATTORNEY FOR PETITIONER

May 27, 2014

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF BEAUFORT	)	CASE NO. 2012-ES-07-998
		Charleston County Case No. 2008-ES-10-409
IN THE MATTER OF	)	
NORMAN ROBERT KNIGHT, JR.	)	CLOSING ARGUMENT
deceased.	)	Special Administrator
	)	
Norman R. Knight, III,	)	
Petitioner.	)	
_____	)	

Special Administrator Beatrice E. Whitten submits her closing arguments regarding the petition for removal of Special Administrator, as follows:

Ms. Whitten ("Respondent") was appointed as Special Administrator for this estate by order of the Dorchester County Probate Court on December 15, 2008. This appointment came about after the heirs to the estate were unable, after mediating the matter, to reach agreement on the appointment of a Personal Representative. The Petitioner, Norman R. "Bobby" Knight III, later filed this action seeking to remove Ms. Whitten as Special Administrator and to have himself appointed as Personal Representative for the estate.

The Special Administrator submits that she was chosen for this appointment by the Charleston County Probate Court because of her years of experience in probate law, as well as her reputation for competent handling of similar prior appointments, her personal integrity, and her fair and reasonable charges for doing such work. At the time of her appointment, while all of the parties did not agree that any Special Administrator should be appointed, no party objected to her personally for such an appointment.

The Respondent will first address the potential appointment of Bobby Knight as Personal Representative. Mr. Knight in his testimony and closing argument asserts that he should be so appointed because he is "completely aware of all of the issues raised by the administration of this estate," although he does not state what those "issues" might be. He argues that he "is comfortable communicating with the probate court" and that his business ownership has prepared him to comply with laws and file reports.

Contrary to these assertions, Bobby Knight has shown himself unwilling or unable to comply with laws and court orders, specifically the prior orders of the Charleston County Probate Court in relation to his father's estate. He admitted in his testimony that he was previously jailed for contempt of court by the Charleston Probate Court for willful violation of its orders. Charleston Probate Court ruled that his mother, Mildred Knight, was not qualified to serve as Personal Representative for the same behavior. Bobby Knight is also not qualified, for the same reasons.

Bobby Knight's remaining arguments are either irrelevant to the law relating to the duties of a Special Administrator, or fail to identify any failures on her part which would justify removal under that law. For example, Bobby Knight complains that the Special Administrator "had no relationship with Mrs. Knight."

There is no statutory or precedential requirement that a court-appointed Special Administrator for an estate (or any Personal Representative, for that matter) have a personal relationship with the heirs to an estate. Bobby Knight cites no authority for such a requirement. In fact, Ms. Whitten appears to have been chosen by the Charleston Probate Court precisely because she did not have any prior relationship with any of the parties, whom Bobby Knight testified had been at war with one another in some form of litigation for nearly a decade.

While Bobby Knight complained that Ms. Whitten chose not to have direct contact with him or his mother, he admitted that he and Mrs. Knight had been continuously represented by an attorney in these matters since the beginning of probate litigation in 2005. Ms. Whitten testified that contact through attorneys only was a condition which she applied evenly to all of the parties, all of whom were represented by counsel. She placed all parties and their counsel on written notice that this was a stipulation of her agreeing to serve as Special Administrator, via letter to counsel for all parties, dated June 20, 2008. None of the parties or their counsel objected to this condition, either before or after her appointment. She has remained accessible to counsel at all times since her appointment, as evidenced by the multitude of letters, telephone calls and emails that have passed between herself and counsel over the past six years.

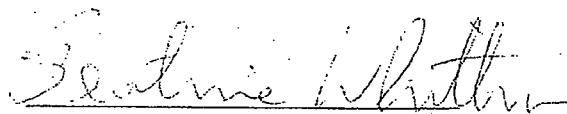
Bobby Knight has failed to show any prejudice to himself, his interests or the estate because of this arrangement. The Special Administrator submits that the no-contact provision is

value. She has therefore sought to keep her fees as minimal as possible, with the recognition that it would be inequitable to the heirs to accumulate charges which would greatly diminish the value of that small estate. That mindfulness extends to matters such as the aged automobile; in the Special Administrator's discretion, the cost of her efforts to recover a vehicle of limited or no value cannot be justified.

Bobby Knight's final grievance appears to be that the estate funeral bill has not yet been paid. The Special Administrator would point out that none of the creditors' claims have been paid because of the ongoing litigation in this estate, most of it instigated and extended by Bobby Knight himself. In fact, no funeral provider ever filed a timely claim against the estate. A late claim was filed by Carolina Memorial Gardens, which included multiple charges for both Norman R. Knight, Jr., and Mildred Knight. This claim was disallowed by the Special Administrator. The disallowance was not challenged and the claim is now legally barred. As this action has dispensed with a claim which if paid would diminish any final distribution payable to Bobby Knight, this has not caused any prejudice to him or to the estate.

In conclusion, the Special Administrator states that she has at all times, since her initial appointment, acted in the best interest of this estate. She has further applied her considerable experience, knowledge and skills in her best efforts to resolve and close the estate at the minimal possible cost to the estate. She is willing to continue her efforts and hopes to be allowed to finish this work, without the estate being required to start anew with an Administrator who has no knowledge of its extensive history.

Respectfully submitted,



Beatrice E. Whitten
Special Administrator
1110 Queensborough Blvd., Suite 100
Mt. Pleasant, SC 29464

June 9, 2014

WHIPPER LAW FIRM

Attorneys and Counselors at Law

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CHERYL WHIPPER HAMILTON
J. SETH WHIPPER

MAILING ADDRESS
POST OFFICE BOX 70070
NORTH CHARLESTON, SC 29415

June 12, 2014

The Honorable Kenneth Fulp, Jr., Judge
Beaufort County Probate Court
P.O.Box 1083
Beaufort, S.C. 29910-1083

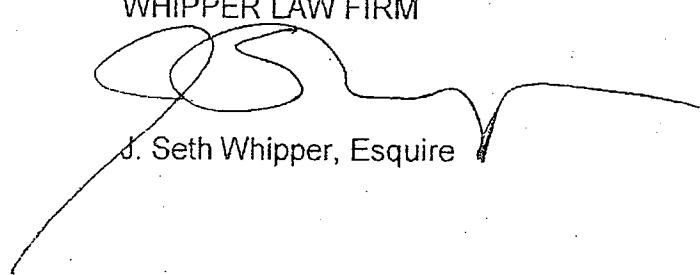
Re: *Estate of Norman R. Knight, Jr.*
ex. rel. Norman R Knight, III and Estate of Mildred C. Knight
Case No.: 2012-ES-07-00998 (Beaufort)
Case No.: 2008-ES-10-409 (Charleston)

Dear Judge Fulp:

Please find enclosed the Respondent's Closing Argument on the Disallowance of Claim. By copy of this letter, I am serving the same on Beatrice E. Whitten, and C. Mac Gibson. Please have your clerks to clock the enclosed copy and return in the enclosed, self addressed stamped envelope.

Sincerely,

WHIPPER LAW FIRM



J. Seth Whipper, Esquire

JSW:cfw

Enclosures

xc: Beatrice Whitten
Charles Mac Gibson, Jr.
Norman R. Knight, III

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
COUNTY OF CHARLESTON	)	CASE NO. 2008ES1000409 (Charleston)
	)	CASE NO. 2012ES0700998 (Beaufort)
	)	
	)	
	)	
IN THE MATTER OF ESTATE OF	)	RESPONDENT'S CLOSING ARGUMENT
NORMAN R. KNIGHT, JR.	)	(Disallowance of Claim)
_____	)	

TO: HONORABLE KENNETH E. FULP, JR.: CLERK; BEATRICE E. WHITTEN: C.
MAC GIBSON

Because this matter is being argued to a single fact-finder, the credibility of the parties is important as a measure of the interest sought and the consistency of the facts offered to support the given arguments.

This claim comes before the Court because the Petitioner chose to remove her father from his home and based the need for his removal on the additional allegation that he was being abused. This was not the first time that Petitioner or her sister made this allegation. In 2004/2005, the allegation of abuse had been made by Petitioner's sister. The allegation was investigated by DSS and declared unfounded; and, Mr. Knight was determined to be well-cared for. This whole litigation saga became hyper-driven after Mr. and Mrs. Knight revoked powers of attorney once held by Petitioner and her sister. Moreover, there was other litigation regarding Petitioner's refusal to return possession of certain property to her father. The Probate Court litigation did begin in earnest after the revocation of the powers of attorney. So, we are at this stage of the testamentary process because Petitioner would not accept her parents' decision to act in all general matters without relying on Petitioner and her sister.

This claim is more than an aggrieved party seeking equitable relief. This is sibling rivalry without limits and irrespective of limits. This particular battle started during Mrs. Knight's lifetime, i.e. Petitioner filed the claim while her mother was living in the marital home. So, we know the level of hostility involved. Mrs. Knight prepared and submitted an affidavit (see pgs. 3-11) that is in evidence as a court record. The existence of intense conflict cannot be denied. The primary question that rises through

this entire rancor: why couldn't Petitioner and her sister just leave their parents in peace?

Credibility should matter in this claim. Is not the Petitioner hiding her relationship with the elderly Louise Reynolds a/k/a "Queenie" of the Queenie Account? A fact so shrouded that Petitioner would rather withdraw that allegation than to reveal the exact nature and substance of the relationship and the funds in the account. The Petitioner attempted to hide the fact that furniture purportedly bought for Mr. Knight was delivered to her sister's home. It took Petitioner until Attorney Mary Hall was subpoenaed to testify before she "remembered" that she paid Ms. Hall three thousand two hundred dollars (\$3,200.00) instead of the five thousand dollars (\$5000.00) she was claiming. Ms. Hall could not confirm how Ms. Tonney was identified as the holder of Mr. Knight's Power of Attorney in the December 2007 retainer agreement. Further, due to the appeal of her appointment as conservator, Petitioner was not entitled to claim that status. Petitioner wants to be reimbursed for items that she kept or converted to her own use such as the wall clock, wall pictures, and reclining chair. Petitioner also converted the therapeutic bed.

Petitioner is, at best, a gift giver. Her relationship had been with two people who had no authority to act — Walter Kaufman and Iris Albright. If we accept that their functions were not stayed by the appeals, then they acted contrary to the court orders that appointed them. They both admitted that they did not consult with Mrs. Knight as ordered before acting; therefore, their authority was not perfected. Mrs. Knight was never informed about any loan agreement or payment obligations or boarding arrangements for her husband. How do your interests in an estate become encumbered without the established safeguards being satisfied? There must be notice and an opportunity to be heard. At a minimum, those protections are intended by the orders appointing Albright and Kaufman. (Resp. Ex. 7 & 8)

Albright and Kaufman acted intentionally. In retrospect, their failure to act has placed an onerous and substantial burden on Mrs. Knight. Was she left to drown? Did they put a target on her back? Is this a type of conscious neglect or constructive inducement? Can conduct amount to a representation? Is this fraudulent inducement?

In order to establish a claim of fraud in the inducement to enter a contract, the proponent must demonstrate the following: (1) a representation, (2) its falsity, (3) its materiality, (4) knowledge of its falsity or reckless disregard of its truth or falsity, (5) intent that the representation be acted upon, (6) the hearer's ignorance of its falsity, (7) the hearer's reliance on its truth, (8) the hearer's right to reliance on its truth (9) the consequent and proximate injury. M.B. Kahn Const. Co. v. South Carolina Nat. Bank of Charleston, 275 S.C. 381, 271 S.E. 2d 414 (1980). The representation in this fact pattern was a non-statement, an omission that caused Mrs. Knight to think that she was not in jeopardy, so she acquiesced to the arrangements. This unstated representation began the inducement. Certainly, the existence of a loan is material to Mrs. Knight as an heir to Mr. Knight and Albrights and Kaufmann's handling of the knowledge of the existence of this "loan" was a disregard for the truth or falsity of the representation. The intent that the representation be acted upon is clear. Mrs. Knight was totally ignorant regarding the falsity of her and her husband's situation. Mrs. Knight relied on what was said, and she had a right to rely on the presenters. The consequential and proximate inquiry is well established at this point. See M.B. Kahn Const. Co. v. South Carolina Nat. Bank of Charleston, id. Mrs. Knight, at the least, is a stakeholder in the estate of Mr. Knight. At the time of this incident, she was a recognized participant in the management of Mr. Knight's estate. She was, essentially, a recognized co-participant and third party beneficiary to the matters involving the management of Mr. Knight's estate. As it turns out, she relied on her status and co-participants to her detriment.

The law on the automatic stay must be enforced. Although a ruling had been issued initially, a timely motion to reconsider had been filed and the automatic stay was still in place at the time Petitioner acted to remove Mr. Knight. 62-1-308(c). Respondents' exhibit 19, 9, 10, 14, 16, 17, and 18 substantiate the appeal status. The Petitioner knew that the matter was under review as indicated by her Motion to Dismiss (see Respondents' exhibit 18). Moreover, according to a response to the GAL letter of January 9, 2006, the Petitioner was advised to prepare a Rule to Show Cause (Resp. Ex. 15), an approach consistent with the automatic stay. Walter Kaufman admitted that Judge Young had displaced him (and any other new appointees.) by enforcement of

the automatic stay. The stain of disregarding the automatic stay can be purged only by rescinding all acts taken without authority.

In 2007, Bobby Knight appealed the appointment of Petitioner as Conservator (See Resp. Ex. 19), the automatic stay was never lifted. 62-1-308(c). The stain of disregarding the automatic stay can be purged only by rescinding all acts taken without proper authority.

The failures by Petitioner cannot be disregarded. A Party. . . " who comes into equity must come with clean hands. It is far more than a mere banality. It is a self-imposed ordinance that closes the door of the court of equity to one tainted with inequitableness or bad faith relative to the matter in which he seeks relief." *Emery v. Smith*, 361 S.C. 207, 220, 603 S.E. 2d 598, 605 (Ct. App.2004).

Petitioner cannot present clean hands. In January 2006, she went to the Probate Court alleging **abuse to remove Mr. Knight** from his home and then testifies, this year, that abuse was not the issue: it was a family feud over, visitation. Petitioner has offered no evidence of abuse, not a scintilla. "The doctrine of unclean hands precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant." *First Union National Bank of S.C. v. Soden*, 333 S.C. 55, 568, 511 S.c. 2d 372, 379 (Ct. App. 1998).

Petitioner claims items were lost in a flooded storage unit and we have no evidence of engagement of a public storage company. Petitioner cannot produce a loan document, promissory note, or other contract from anyone agreeing to payment terms, interest rates or any other basis for binding Mr. Knight's estate. Petitioners' unilateral letter (Pets.Ex. 7) does not establish mutual assent.

Petitioner could have deposited money with the Conservator, Family Services, Inc., but instead made payments to Attorneys outside of the structure established by the Probate Court. Hence, her actions were insulated from Court oversight and notice to Respondents.

Petitioner's foray into the Family Court matter created an ethical quiet storm. She and her sister, Linda, hired the same lawyer for the probate matter and then hired

their probate lawyer to represent Mr. Knight in the Family Court. All of this was arranged without notice to the Probate Court for clearance on the conflict question.

Mrs. Knight had to file an action in Family Court in order to obtain the resources promised through agreements made in Probate Court. Testimony as to the agreement to "split resources 50/50" is uncontroverted. Mrs. Knight was successful in securing that support. For Petitioner to contest this matter and knowing the limitations in her parent's income, shows an insensitivity to the general welfare of either parent. Petitioner knew from the Family Court filings and the probate process that her parents could not afford to fund the lifestyle she had forced on them: residency at a nursing home far above their means and a protracted family court matter to establish what was already agreed upon. The Family Court did not award attorney fees in the matter, and the case was dismissed at the passing of Mr. Knight. Mrs. Knight was successful in obtaining temporary relief. Petitioner's expenditures on attorney fees did not benefit Mr. Knight, was not necessary for his care and sustenance and cannot be justified by any of the circumstances existing at the time the money was spent. Attorney fees in this Family Court matter are not a part of the care scenario. This expenditure did nothing for Mr. Knight's health. The whole approach is incredible.

Gloria Johnston testified that adequate, competent, skilled care was available for half of what was being spent by Petitioner. Ms. Johnston's background included licensing and management in the industry of care facilities. She has dealt with all levels of care. Dr. Fechter testified that seniors do not fare well when confronted with the kind of change Mr. Knight experienced. Dr. Fechter noted familiar surroundings are very important to beneficial care of seniors. He stated that longevity is positively affected by a stable, welcoming environment. Dr. Fechter testified that the Knight's home and marital relationship were good and supportive. Both Johnston and Fechter acknowledged Bishop Gadsden's top position in the care market place, but the Bishop Gadsden official, Lynn Kerrison, Johnston and Fechter also acknowledged the major expense involved in boarding at Bishop Gadsden. According to Mrs. Knight's affidavit and figures offered during the trial, the Knights' annual gross income was approximately \$60,000.00. This is far below what would be required for residing at Bishop Gadsden

Homes. Iris Albright testified that in her more than 17 years of covering most of South Carolina as a Conservator, she has only encountered two other cases involving Bishop Gadsden Residents, even with helping households where the annual income was \$100,000.00 and more. How can we hold Mrs. Knight under this kind of burden when she just wanted to be left alone with her husband?

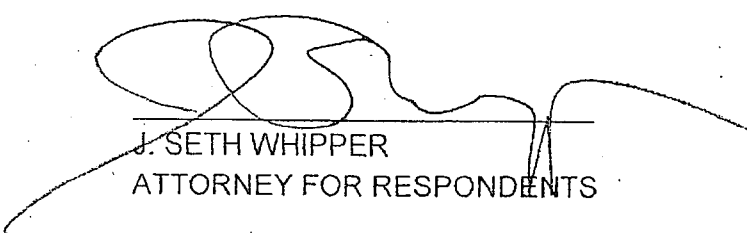
Conclusion

This court should sustain the disallowance of this claim. In all regards, the Petitioner has improperly and unreasonably created these expenses. The procedural history in this case demonstrates that the Petitioner and those serving her interests acted without proper authority when they removed Mr. Knight from his home and lodged him at a nursing facility far above his means. Petitioner did not lift the automatic stays or pursue a rule to show cause as required by Judge Young's order (Pets. Ex. 22)

Equity requires clean hands from a party seeking relief. Petitioner as above argued cannot claim this status. Her behavior and her conscious disregard for her parents' actual status created the prejudice for Respondents.

The true nature of this conflict is not about Mr. Knight's care and support. The credible evidence sets out a sibling conflict that does not warrant the auspices of this court. Finally, all references to Mrs. Knight are conferred upon Bobby Knight.

Respectfully Submitted



J. SETH WHIPPER
ATTORNEY FOR RESPONDENTS

June 12, 2014

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON.

) IN THE PROBATE COURT
) CASE NO. 2008ES1000409 (Charleston)
) CASE NO. 2012ES0700998 (Beaufort)
)
)
)

IN THE MATTER OF ESTATE OF
NORMAN R. KNIGHT, JR.

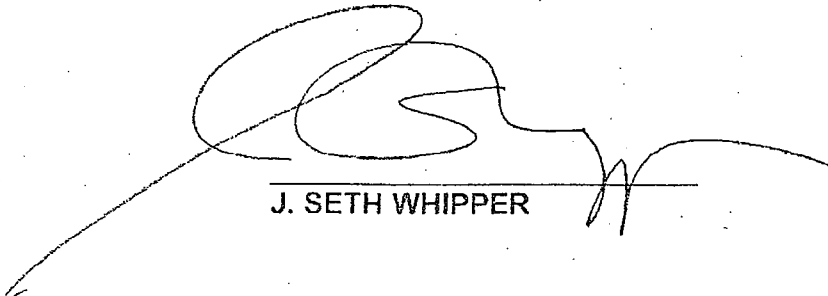
) RESPONDENT'S CLOSING ARGUMENT
) (Disallowance of Claim)
)

THIS is to certify that an original copy and a copy of the "Final Argument Disallowance of Claim" were mailed to the below listed individuals respectively by depositing the same in the United States mail, certified, with sufficient postage affixed thereto, this 12th day of June 2014.

The Honorable Kenneth E. Fulp, Jr., Judge
ATTN: Filing Clerk
Beaufort County Probate Court
P. O. Box 1083
Beaufort, SC 29910-1083

C. Mac Gibson, Jr., Esquire
1118 Savannah Hwy.
Charleston, SC 29407

Beatrice E. Whitten, Esquire
1110-A Queensborough Blvd.
Mt. Pleasant, SC 29464



J. SETH WHIPPER

SOUTH CAROLINA BAR

JANUARY 21, 2010 ♦ Myrtle Beach, South Carolina

H.3803 – SUMMONS IN PROBATE COURT

Presented By:

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^æ Certified as an Elder Law Attorney by the National Elder Law Foundation

H.3803 - SUMMONS IN PROBATE COURT

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In the fall of 2006 the Probate, Estate Planning and Trust Section Council [PET Council] approved and established a subcommittee, known as the Summons/SCRCP Subcommittee [Summons Subcommittee], which met and held regular meetings beginning in November 2006. Kathryn Cook DeAngelo served as Chairperson of the Summons Subcommittee and the members since November 2006 were: Judge Waldo Maring (Georgetown), Judge Joshua Queen (Cherokee), Carolyn Rogers, Andrew Chandler, Lester Schwartz, and Kathryn DeAngelo. Catherine Kennedy joined the Summons Subcommittee in December 2007 as an active participant. In the spring of 2008, a Summons Subcommittee Report, which included recommendations and proposed legislative amendments to the Probate Code, was reviewed and approved by the PET Council. In January 2010, the PET Council presented a Summons Subcommittee Report to the S.C. Bar House of Delegates, which was approved. Thereafter, the S.C. Bar approved the proposed legislation, and Rep. Bannister sponsored the bill as H.3803, a copy attached hereto. On April 30, 2009, H.3803 received a favorable report from the House Judiciary General Laws Committee.

By way of a more detailed history and explanation about the creation and development of H.3803, the following is the Report from the PET Council that was submitted to the S.C. Bar House of Delegates in January 2009:

SUMMONS SUBCOMMITTEE REPORT

The South Carolina Probate Code became effective in 1987. The South Carolina Rules of Civil Procedure [SCRCP] became effective in 1990. Some may ask, "What do the rules of civil procedure have to do with the probate code?" Well, the answer is, "Quite a bit." However, to many lawyers, as well as probate judges, it's not crystal clear or certain whether or how our separate rules of civil procedure apply in or to probate court proceedings. As a result, a great deal of confusion and conflict have been created for our bench and bar due to the lack of a uniform, consistent set of procedural rules for legal proceedings in our probate courts. One can survey probate courts county by county and find a patchwork of many procedural differences among the different probate courts, which

causes upset and stress for the probate bench and bar, as well as for the clients that the lawyer may represent in probate court proceedings.

The PET Council acknowledged this confusion and decided that it needed to be addressed and thus established the Summons Subcommittee to review, study and evaluate the rules of procedure in our probate courts and also study the application and interplay of the summons and the SCRCP in our probate courts. The Summons Subcommittee met and held regular meetings from November 2006 until the early part of 2008. From the outset, all members of the Summons Subcommittee recognized the problem, i.e., confusion, inconsistency, and conflicts created for our bench and bar due to the lack of a uniform, consistent set of procedural rules for proceedings and actions in our probate courts. The focus of our study efforts has been to research this issue, determine how we believe it may best be addressed and resolved legislatively, and report our findings and conclusions to the PET Council for its further consideration. Our Summons Subcommittee was fortunate to have Judge Maring and Judge Queen among its active members because these probate judges candidly shared with us the history and evolution of their, as well as many probate judges', thinking on this issue.

Judge Queen and Judge Maring informed us that without summons and proper service, they experience many problems at hearings, such as parties appearing unprepared or ill-prepared, surprised, confused, unclear about the issues, uncertain about what is going on at the hearings, and potentially subject to "trial by ambush." These serious flaws and problems are what the SCRCP were intended to address, so that parties are afforded procedural due process safeguards, "trial by ambush" is avoided, and a coherent set of rules govern legal proceedings, including discovery. The judges also candidly informed us to expect resistance from many probate judges.

The beginning point of our study focused on a single issue, which consumed a great deal of time, discussion, and evaluation, namely, the substantive distinction and difference between the notice requirements of S.C. Code §62-1-401 and the summons/petition requirements, which will be the primary focus of this presentation.

NOTICE

When the Probate Code was initially enacted more than twenty (20) years ago, S.C. Code §62-1-401 contained certain notice requirements, which provided as follows:

SECTION 62-1-401. Notice; method and time of giving.

(a) If *notice of a hearing on any petition* is required and, except for specific notice requirements as otherwise provided, the petitioner shall cause *notice of the time and place of hearing of any petition* to be given to any interested person or his attorney if he has appeared by attorney or requested that notice be sent to his attorney. Notice shall be given:

(1) by mailing a copy thereof at least twenty days before the *time set for the hearing* by certified, registered, or ordinary first class mail addressed to the person being

notified at the post office address given in his demand for notice, if any, or at his office or place of residence, if known;

(2) by delivering a copy thereof to the person being notified personally at least twenty days before the time set for the hearing; or

(3) if the address or identity of any person is not known and cannot be ascertained with reasonable diligence by publishing a copy thereof in the same manner as required by law in the case of the publication of a summons for an absent defendant in the court of common pleas.

(b) The court for good cause shown may provide for a different method or time of giving *notice for any hearing*.

(c) Proof of the giving of notice shall be made on or before the hearing and filed in the proceeding.

[*emphasis added*]

After reviewing the language of S.C. Code §62-1-401, it is clear that the plain language of that statute address the notice requirements for *a hearing* on a petition and does not address proper commencement of an action or proceeding by summons. If a statute's terms are clear, the court must apply the terms according to their literal meaning. Brown v. S.C. Dep't of Health & Envtl. Control, 348 S.C. 507, 515, 560 S.E.2d 410, 414 (2002). An appellate court cannot construe a statute without regard to its plain meaning and may not resort to a forced interpretation in an attempt to expand or limit the scope of a statute. *Id.* On the other hand, other statutes and rules govern the proper commencement of a proceeding and, most importantly, afford due process by vesting subject matter and personal jurisdiction on the court.

The purpose of this notice requirement should be obvious. It is to prevent a party from being prejudicially surprised by a hearing. See State ex rel Ward v. Hill, 489 S.E.2d 24 (1997). But the foregoing code section and notice requirements therein were viewed by most judges and lawyers as a substitute or replacement for a summons. This meant that when a formal proceeding, such as a will contest, was commenced, the court required a notice of hearing but did not require a summons for the petition to contest the will. Judge Maring acknowledged that he, as well as many other probate judges, came to realize that notice of hearing is just that, giving notice of a hearing on a petition, and that it *does not* take the place of or substitute for summons and service of process in order to properly commence a civil action or proceeding. Since the notice requirements of S.C. Code §62-1-401 are for the purpose of notifying interested persons of a hearing, such notice is not a substitute for a summons. So then we studied and reviewed other statutes, case law, and the SCRPC to determine whether and how a summons and rules of procedure govern proceedings in the probate court.

SUMMONS

The next question is, what rules apply or govern the commencement of a legal action or proceeding? Under Rule 3(a), SCRCP, a civil action is commenced by the filing and service of a summons and complaint. Louden v. Moragne, 327 S.C. 465, 468, 486 S.E.2d 525, 526 (Ct.App.1997). And why is it so important to file and serve a summons upon defendants? Although quite elementary to an audience of lawyers, the Constitution of this State, and the United States, requires due process of law. Article I, §3 of our State constitution provides as follows:

The privileges and immunities of citizens of this State and of the United States under this Constitution shall not be abridged, nor shall any person be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws.

The sanctity and importance of a cohesive, uniform set of procedural court rules, which begins with process, is to ensure that all parties who come before the court *enjoy their constitutional right to due process*, beginning with proper notice of a proceeding and a meaningful opportunity to be heard. Any lawyer or judge who considers the seriousness and gravity of a guardianship and conservatorship proceeding in probate court easily appreciates that the respondent or defendant in such a proceeding faces potential loss of his or her life, liberty, and/or property, thus requiring due process of law. Generally, where a statute specifically prescribes the method by which to notify a party against whom a proceeding is commenced, service of the summons and complaint must be accomplished in that manner. Fulton v. Mickle, 518 S.E. 2d 518 (N.C. App. 1999)(emphasis added). "Service of the summons brings the defendant within the court's jurisdiction and gives the court the power to render a personal judgment against the person served." *Id.* The purpose of a service of summons is to give notice to the party against whom a proceeding is commenced to appear at a certain place and time and to answer a complaint against him. Farr v. City of Rocky Mount, 10 N.C.App. 128, 177 S.E.2d 763 (1970), cert. denied, 277 N.C. 725, 178 S.E.2d 831 (1971). Rule 4 of the South Carolina Rules of Civil Procedure, which governs process (summons) and service of process, is similar to Rule 4 of the Federal Rules of Civil Procedure.

The purpose of the rule is to provide notice of the commencement of an action and "to provide a ritual that marks the court's assertion of jurisdiction over the lawsuit." Wiles v. Welparnel Construction Co., 295 N.C. 81, 84, 243 S.E.2d 756, 758 [311 N.C. 542] (1978) (quoting Wright & Miller, *Federal Practice and Procedure: Civil* § 1063 p. 204 (1969)). Unless notice is given to the defendant of proceedings against him and he is thereby given the opportunity to appear and be heard or he appears voluntarily, the court has no jurisdiction to proceed to judgment even though it may have subject matter jurisdiction.¹

¹ Beaufort County v. Mayo, 207 N.C. 211, 176 S.E. 753 (1934); *also see*, Mabee v. Onslow County Sheriff's Department, 174 N.C. App. 2210, 620 S.E.2d 307 (N.C.App.

And it has also been recognized that although defective service of process may sufficiently give the defending party actual notice of the proceedings, 'such actual notice does not give the court jurisdiction over the party.' [citation omitted] Fulton v. Mickle, 518 S.E. 2d 518 (N.C. App. 1999).

The importance of the constitutional notice requirement afforded by summons and due process is illustrated by the case of McLain v. Ingram, 314 SC 359, 444 S.E.2d 512 (1994) (*per curiam*). In McLain, the plaintiff served the summons and complaint a day before such documents were filed with the court. The lower court dismissed the action finding that it was not properly commenced. The Supreme Court noted that prior to adoption of the South Carolina Rules of Civil Procedure, a civil action was commenced by service of the summons, which was changed by Rule 5(d), SCRPC, which now provides:

Rule 5. Service and Filing of Pleadings and Other Papers

(d) **Filing.** ...*The summons and complaint shall be filed before service.* ...

In McClain the Supreme Court recognized that the adoption of the South Carolina Rules of Civil Procedure in 1985 heralded in a new era in South Carolina's civil practice, modernizing and streamlining our system, including the procedure for commencing a civil action. The Court held: "The language of Rule 5(d) is clear: The summons and complaint must be filed prior to their service. Here, service preceded filing and thus this action was not properly commenced before expiration of the statute of limitations. *We recognize the harsh result reached in this case, and take this opportunity to remind practitioners that the interrelationships between various court rules are not always readily apparent.*" McLain, at 360 [*emphasis added*].

After understanding the legal importance of the summons and the civil procedure rules to properly commence a legal proceeding, one may then ask, how do the SCRPC apply to or govern proceedings in the probate court? First, we begin with a somewhat obscure code section -- S.C. Code §14-23-280 -- that contains a procedural rule applicable to the probate courts. This foregoing code section requires a summons for proper commencement of a probate proceeding and provides as follows:

SECTION 14-23-280. Commencement of proceedings; procedure.

2005)(The Court has unequivocally stated that when a statute prescribes the manner for proper notification, the summons must be issued and served in that manner.); Thomas and Howard Co., Inc. v. Trimark Catastrophe Services, Inc., 151 N.C. App. 88, 564 S.E.2d 569 (N.C.App. 2002)("Generally, where a statute specifically prescribes the method by which to notify a party against whom a proceeding is commenced, service of the summons and complaint must be accomplished in that manner." [citation omitted]); Long v. Cabarrus County Board of Education, 52 N.C. App. 625, 279 S.E.2d 95 (N.C.App. 1981)("Where a statute provides for service of summons by designated methods, the specified requirements must be complied with or there is no valid service. [citation omitted].

Proceedings in the court of probate may be commenced by petition or complaint to the judge of probate for the county to which the jurisdiction of the subject matter belongs, briefly setting forth the facts or grounds of the application. *A summons shall be issued to the defendants in such proceedings. The manner of service, time for answering and other proceedings relating to the trial, except trial by jury, shall conform as nearly as may be to the practice in the courts of common pleas as provided in this Code. [emphasis added]*

Also S.C. Code §62-1-304, which is a bit convoluted, also governs procedure and practice in the probate court and provides as follows:

SECTION 62-1-304. Practice in court.

Unless specifically provided to the contrary in this Code or unless inconsistent with its provisions, *the rules of civil procedure adopted for the probate court, and, in their absence, those adopted for the circuit court, govern formal proceedings under this Code. [emphasis added]*

This code section says if there are rules of civil procedure for the probate court, then those rules govern “formal proceedings.” And how are formal proceedings defined:

SECTION 62-1-201. General definitions.

....

(15) “Formal proceedings” means those conducted before a judge with notice to interested persons.

S.C. Code §62-1-304 further provides that in the absence of such rules, then the circuit court rules SCRCP apply to formal proceedings in the probate court. So is there a separate comprehensive, cohesive set of “rules of civil procedure adopted for the probate court”? This was essentially answered in the case of Weeks v. Drawdy, 495 S.E. 2d 454 (Ct. App. 1997). In Weeks our appellate court recognized that the rules of probate court governing procedure address only a limited number of issues and that in the absence of a specific probate court rule, the rules of civil procedure applicable in the court of common pleas shall be applied in the probate court unless to do so would be inconsistent with the provisions of the Code. Weeks v. Drawdy, 495 S.E. 2d 454 (Ct. App. 1997). An exhaustive review of the probate code reveals that there are only a few procedural rules in the Probate Code (sale of lands), perhaps administrative in nature and somewhat limited in scope. However, our Probate Code *does not* contain a comprehensive set of civil procedure rules such as those contained in the SCRCP. Therefore, the abyss created by the absence of rules of civil procedure in the probate code must be filled by the rules of civil procedure adopted for the circuit court (SCRCP) to govern formal proceedings in the probate court.

This latter conclusion is further reinforced by Rules 1 and 81, SCRCP, which provide as follows:

RULE 1

SCOPE OF RULES

These rules govern the procedure in all South Carolina courts in all suits of a civil nature whether cognizable as cases at law or in equity, with the exceptions stated in Rule 81. They shall be construed to secure the just, speedy, and inexpensive determination of every action.

RULE 81

APPLICABILITY

These rules, or any of them, shall apply to every trial court of civil jurisdiction within this state, within the limits of the jurisdiction and powers of the court provided by law, and the procedure therein shall conform to these rules insofar as practicable. *They shall apply insofar as practicable in magistrate's courts, probate courts, and family courts to the extent they are not inconsistent with the statutes and rules governing those courts.* In any case where no provision is made by statute or these Rules, the procedure shall be according to the practice as it has heretofore existed in the courts of this State. *[emphasis added]*

Note:

This Rule 81 covers the same subject as the Federal Rule but is drafted to conform to the State court system, and *to make the procedure in all civil courts as uniform as possible.* *[emphasis added]*

The case of In Re: Estate of Timmerman, 331, S.C. 455, 502 S.E. 2d 920, 922 (Ct. App. 1998) is instructive in the application of Rule 81, SCRCP, in the probate court. In In Re: Estate of Timmerman, appellant surviving spouse/wife noticed appeal from an adverse order of the circuit court reversing the probate court's determination that appellant surviving spouse/wife was entitled to elective share. The Court of Appeals reversed this ruling of the circuit court premised on respondent beneficiary's failure to file in the probate court a timely motion to alter or amend the probate court's order pursuant to Rule 59(e), SCRCP. The Court of Appeals, relying on Rule 81, SCRCP, held that since a Rule 59(e) motion is not inconsistent with the Probate Code, it is therefore applicable in probate court proceedings. Numerous other appellate cases have recognized that the SCRCP apply to actions and proceedings in the probate court. See generally Weeks v. Drawdy, 495 S.E.2d 454 (Ct. App. 1997); Truluck v. Snyder, 606 S.E.2d 792 (Ct. App. 2004); LaFaye v. Timmerman, 502 S.E.2d 920 (Ct. App. 1998).

Applying rules of statutory construction and reading the foregoing rules and statutes together, it becomes apparent that S.C. Code §14-23-280, as well as §62-1-304 and Rules 1 and 81, require that a summons shall be issued and that the SCRCP shall govern formal proceedings in probate court, including the "manner of service, time for answering and other proceedings relating to the trial," which is especially critical since the probate code does not contain a cohesive, uniform set of procedural rules to govern proceedings in the probate court.

CONCLUSION

After a careful review, discussion and analysis of the foregoing code sections, rules, and case law, our Summons Subcommittee concluded:

- That the SCRCPP govern the procedure in "formal proceedings" initiated by petition in probate court
- That although there are a few limited procedural rules in the Probate Code, our Probate Code does not contain a comprehensive set of civil procedure rules such as those contained in the SCRCPP
- That our Probate Code needs to make clear that the SCRCPP apply to formal proceedings in probate court in order to help avoid the many problems the Courts and lawyers encounter, to promote consistency for our probate bench and bar, and to streamline our probate court system

We also recognized the burden that the application of the SCRCPP could place on *pro se* litigants but did not believe there should be a different set of rules applied *pro se*, keeping in mind the importance of the rules affording due process.

After coming to the foregoing conclusions, the question then became how we should proceed in our work to revise and amend the Probate Code in order to clarify that the SCRCPP govern procedure in "formal proceedings" without embarking on a full-scale overhaul of the Probate Code. We thought that this could perhaps best, and most easily, be accomplished by amending S.C. Code §62-1-304, especially since Judge Maring aptly observed that §§14-23-280, 62-1-304 and Rules 1 and 81, SCRCPP, already speak to the application of the SCRCPP to "formal proceedings." Then we decided it would be best to incorporate procedural requirements throughout relevant portions of the Probate Code (Articles 1, 2, 3, and 5) to ensure that there is more uniformity and better clarify the application of the SCRCPP. We also recognized that the procedure involved for certain petitions, such as the Petition for Settlement, should not be governed by the SCRCPP and should be excluded from such rules. As to these latter petitions, we decided they should be denominated as an "application" and thus be considered informal and not governed by the SCRCPP. The Summons Subcommittee has worked for more than a year on proposed legislative amendments and revisions to Articles 1, 2, 3, and 5, hoping to *begin* the process of accomplishing the foregoing goals.

Based upon the foregoing, we attach and submit to the House of Delegates our final drafts of proposed legislative amendments to Articles 1, 2, 3, and 5 of the Probate Code for its review, consideration, and approval. In October 2008, the South Carolina Association of Probate Judges [SCAPJ] approved, with a few exceptions, the proposed legislative amendments to Articles 1, 2, 3, and 5. The Summons Subcommittee studied the exceptions and adopted certain of the exceptions. Also, the Summons Subcommittee submitted the foregoing Articles to the Elder Law Committee of the Bar, and such Committee approved of same.

Respectfully submitted by Summons/SCRCP Subcommittee
on behalf of the PET Section Council

Kathryn Cook DeAngelo, Esq., Chairperson and members,
Judge Waldo Maring, Judge Joshua Queen, Andrew Chandler,
Esq., Carolyn Rogers, Esq., Catherine Kennedy, Esq., & Lester
Schwartz, Esq.

Attachments: Proposed legislative amendments to Articles 1, 2, 3, and 5, Title 62

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
IN RE ESTATE OF)
NORMAN R. KNIGHT JR.,)
ESTATE OF MILDRED C.)
KNIGHT & NORMAN R.)
KNIGHT, III . ET AL)
Plaintiffs-Appellants,)
vs.)
BEATRICE E. WHITTEN, and)
CHLOE KNIGHT-TONNEY)
Defendants-Respondents)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2014-CP-10-5355

MEMORANDUM IN SUPPORT OF
MOTION FOR NEW TRIAL OR
ALTER/ AMEND JUDGMENT

FILED
2016 FEB 16 PM 2:55
JULIE J. ARNSTROM
CLERK OF COURT

PERTINENT FACTS

This matter was tried before the Special Probate Judge in non-jury for two separate days. After post-trial motions a Notice of Intent to Appeal was filed by the estate of Mildred C. Knight and Bobby Knight. Plaintiffs are appealing the reward of \$23, 914.73 plus 8.75% interest.

Plaintiffs contend that the Defendant Tonney has come to the Court with unclean hands and that her claim is controlled by the laws and rules of equity.

Defendant Beatrice E. Whitten was appointed Special Administrator of the estate of Norman R. Knight, Jr. Her appointment was unlawful because it was made by the resident Dorchester County Probate Court Judge. Moreover, Mrs. Whitten failed to regard a court order of a second Special Probate Court Judge. Also, Mrs. Whitten failed to manage the assets of the estate to achieve the intentions of the descendent.

ARGUMENT

Chloe Tonney did intend to seek restitution of money she expended on the costs of various bills created by removing her father from his marital home. Ms. Tonney's expectation resulted from her unilateral actions that created the circumstances giving rise to these expenditures. There was no formal agreement and no sum certain

creating an actual contract to pay. At best, the understanding for repayment is a quasi-contractual agreement. An action for accounting sounds in equity. Historic Charleston Holdings, LLC v. Matton, 381 S.C. 417, 427, 673 S. E. 2d 448, 453 (2000). Restitution and disgorgement are equitable remedies. Great-West Life & Annuity Ins. Co. v. Knudson, 534 U.S. 204, 215-216 (2002); Key Corporate Capital, Inc. v County of Beaufort 373 S.C. 55, 63, 644 S.E. 2d 675, 679 (2007). Restitution is an equitable remedy. Wallace v Milliken. & Co., 305 S.C. 118, 120, 406 S.E. 2d 358, 359 (1991). Characterization of an "action as equitable or legal depends on the [appellants'] "main purpose" in bring the action" Ins. Fin. Services., Inc. v. S.C. Ins. Co., 271 S.C. 289,293,247 S.E. 2d 315, 318 (1978). The nature of the issues raised by the pleadings and character of relief sought under than determines the character of an action as legal or equitable. Bell v. Mackey, 191 S.C. 105, 119-20,3 S.E. 2d 816, 822 (1939).

The individuals charged with caring for Mr. Knight, Jr. did not fulfill their obligation to inform Mrs. Knight of the expectations of Chloe Tonney (**Exhibit A*& B**) and Ms. Tonney did not notify Mrs. Knight of her intentions until she filed a claim against her father's estate. A party failing to fulfill the requirements of its legal remedy cannot later come to the courts complaining of hardships, seeking an equitable remedy. Ellisdon Construction, Inc. v. Clemson University, 391 S.C. 552, 707 S.E. 2d 399 (2011).

Fairness and due process are clearly major measurements in evaluating the implications of the facts of this case. The allegations of abuse and neglect of the decedent have been entirely refuted and unfounded. Mr. Knight's estate and its devisee cannot be held responsible for the added expenses stemming from those allegations (Ex.) Because Mrs. Knight was not informed of Ms. Tonney's intentions until the claim was filed, she could not challenge the "arrangements" in advance. As noted in Ellisdon

Construction, Inc., id., notice to interested parties is a legal requirement that authorizes the claim.

In this case, lack of disclosure - another form of notice failure and due process defect - may have left the devisee without a firm defense. The Probate Judge quashed a subpoena that would clarify who was the actual payor for expenditures claimed by Ms. Tonney. The judge accepted the withdrawal of items linked to the subpoenaed material and based his ruling on that withdrawal. The Probate Judge found and ruled as follows: "No checks from the "Queenie" account were introduced in support of any other expenses claimed by Tonney, so the withdrawal of the portion of her claim pertaining to expenses paid from the "Queenie" account renders the subpoenaed documents irrelevant to the remainder of the Tonney claim which is subject to adjudication. Enforcement of the subpoena, under these circumstances, would require the disclosure of otherwise confidential personal financial information, protected by law, to no purpose relevant to the matter before the Court."

Ms. Tonney had testified that the "Queenie" account was an account used for the care of an elderly lady name Louise Reynolds. "Queenie" is Ms. Tonney's nickname for Louise Reynolds. Ms. Tonney testified to setting-up a bank account for the benefit of Louise Reynolds. The names on the particular account were Linda Jones, Chloe Tonney, and Queenie. The initial discovery responses were redacted to show only the name of Chloe Tonney. Motions had to be filed to obtain the other names. The subpoena sought information on the "Deposit and Withdrawal Acting /Records including identity of depositors and payees for the years beginning 2004 through 2009." The records would establish whose funds were used to pay for what expenditures; when these funds were used to pay for what expenditures; and where these funds originated.

This information was determined to be relevant without viewing the material. This information was crucial to the devisee's defense and the estate's protection.

Earlier in discovery and later at trial, the Probate Judge upheld the redaction of information in a letter as protected by attorney-client privilege (**Exhibit C**). The attorney writing the letter was hired by Ms. Tonney, but the letter in question was written to Ms. Tonney and a non-client third-party. The sums mentioned in the letter began at \$2,800.00 and included an amount of \$5,000.00. This redacted language must be relevant and more likely than not persuasive on the issues raised by the claim. This ruling is wrong on its basis and prevented the discovery of material or information that would be useful to the defense of this claim. The Probate Judge ruled without viewing an unredacted copy of the letter.

The jurisdictional issues stressed in this matter involve the use of a summons in the Probate Court and the appointment of special judges who do not reside in the county where the decedent resided at the time of his death. As a corollary to the latter position, this matter was appealed prior to this trial on the basis that the appointment of a Special Probate Judge is not transferable to others by order of the Special Probate Judge. The orders of the associates were voided and the matter was restarted. The Special Probate Judge in this version has granted judgment interest in the claim beginning 14 months after the date of the decedents' death. This interest formula must be adjusted to reflect the date upon which the claim first was allowed by a Judge with the authority to make that ruling. Appellants maintain that the summons is required to lawfully commence a formal proceeding in Probate Court, and the Special Probate Judge must be a resident of the county having lawful venue and jurisdiction of the decedent's estate.

Beatrice E. Whitten failed to comply with a Court order. S.C. Code sec. 62-3-611(b) states that cause for removal exists when it is shown that the [Special Administrator] has disregarded an order of the court... or failed to perform any duty pertaining to the office. On July 17, 2013, the Court concluded a hearing by saying: "So, I'm going to allow 30 days for release of the Lis Pendens, okay? If you would provide evidence to the Court and counsel, Ms. Whitten, [that] that has been done." The Special Administrator responded: "I will, Your Honor." At present, nothing has been done on the removal of the Lis Pendens.

Mr. Knight left most (95%) of what he owned to his wife, Mildred C. Knight, including all of his motor vehicles. Mr. Knight died March 11, 2008; Mrs. Knight died June 22, 2010. Mrs. Knight left most (95%) of what she owned to her son, Bobby Knight. Bobby Knight has no knowledge of how Mr. Knight's 1995 Mitsubishi is now owned by the son of Linda Jones, Mr. Knight's daughter, even though Bobby has custody of the initial paperwork required for transferring title to that automobile.

Mrs. Knight owned the AIG annuity whose proceeds were paid to the estate of Mr. Knight. The Special Administrator did not inform the Knights regarding any issues concerning the right of Mrs. Knight vis-à-vis those proceeds. According to Bobby Knight's testimony, the annuity was owned by Mildred C. Knight. Mrs. Knight's status as the widow of a very modest estate required more attention and discussion about that AIG annuity.

There is no question as to Mr. Knight's intention in his Will. The issues of this litigation do not involve a determination of heirs and it does not involve a Will contest. Mr. Knight's Will had been in the custody of the probate court for nearly three (3) years prior to his passing. Mr. Knight's clear and direct instructions left nearly his entire estate to Mrs. Knight. Because of these clear objectives, the Special Administrator cannot act

to diminish the intentions of the testator and must not become detached from the testator to the extent she acts against his desires. Her behavior cannot revise or rewrite his Will.

The evidence and record clearly indicate that the Special Administrator cannot serve the testator in effecting the aims of his devise. Norman R. Knight, Jr. clearly decided that his wife would be the sole beneficiary of his will. The Special Administrator had no relationship with Mrs. Knight. Consequently, the Special Administrator was oblivious to the expectations of Mr. and Mrs. Knight relative to their testamentary plans. The status of Norman Knight, Jr.'s (Mr. Knight) estate at the moment of her appointment calls attention to the issue of locating assets, and locating assets is a priority aspect of the responsibility of the Special Administrator. The key assets were the annuities that were co-owned by the Knights. The record shows no contact with the Special Administrator and Mrs. Knight regarding her interest in those annuities. Moreover, the record shows no efforts by the Special Administrator to discuss or resolve the funeral expenses for Mr. Knight. Even with an outstanding balance, there has been no inquiries or reports to Mrs. Knight regarding the existence, status or accounting for these expenses. Funeral expenses are a top priority under the probate code.

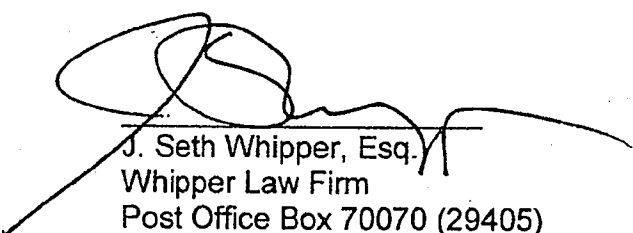
Additionally, Beatrice E. Whitten as the Special Administrator cannot appear in her professional status as an attorney, i.e. her status as the special administrator must in all ways, appear only as a non-attorney individual. Any references to Beatrice E. Whitten as the attorney for the special administrator is not permissible as she cannot appear for the estate as the Special Administrator. To disregard this professional conflict is error.

The trial judge erroneously concluded that the Special Administrator appointment should remain unchanged.

* Note that the word "excepting" in Exhibit A is misspelled, correct word is "accepting".

Respectfully Submitted,

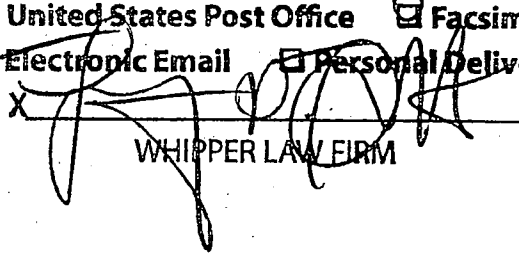
February 16, 2016


J. Seth Whipper, Esq.
Whipper Law Firm
Post Office Box 70070 (29405)
North Charleston, SC 29415
Phone (843)/740-7777
Fax (843)/740-9108

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the true copy of the foregoing pleading(s) has been served upon opposing counsel on the 16th day of February, 2016 via:

☐ United States Post Office ☐ Facsimile
☒ Electronic Email ☐ Personal Delivery


WHIPPER LAW FIRM

104

1 you do as a conservator, you were also instructed
2 by a court order to discuss all of your decisions,
3 any major decisions, with Mildred Knight; isn't
4 that true?

5 A. That's true, yes.

6 Q. What discussions did you have with
7 Mildred Knight about Bishop Gadsden?

8 A. I did not have a discussion with
9 Mrs. Knight about Bishop Gadsden.

10 Q. Would I be wrong to say to you -- to
11 ask you, or to say to you that Ms. Tonney and Bobby
12 Knight, III, didn't get along?

13 A. I would say you would be correct.

* 14 Q. And excepting* these letters or these
15 notations about loans or whatever, you never sent
16 any of that stuff to Mrs. Knight, did you?

17 A. No, I did not. Mrs. Night did not want
18 to hear from me.

19 Q. Now, when you made the decision or had
20 to change how you were going to deal with Mrs.
21 Knight in her home, were there any kinds of letters
22 or anything saying that you will now be responsible
23 for A, B, C, D, E, F and G?

24 A. I believe I notified Mrs. Knight that
25 she would be responsible for them. I also notified

Exhibit A

122

1 for him there?

2 A. Because it being one of the finest
3 local facilities, if someone's family is willing to
4 step in and fill the gap if there is going to be a
5 gap -- which, of course, it turns out there is no
6 gap, he died with an estate, as did Mrs. Knight,
7 but if there is going to be a gap and a family
8 member will step in, then I am happy to have a
9 family member step in.

10 MR. GIBSON: I have no further
11 questions.

12 THE COURT: Okay. Mr. Kaufmann, please
13 answer any questions Mr. Whipper may have.

14 CROSS-EXAMINATION

15 BY MR. WHIPPER:

* 16 Q. Mr. Kaufmann, it is my understanding
17 that when you were appointed as the guardian in
18 this case, that you were under a strict restriction
19 to consult with Mildred Knight regarding medical
20 decisions, healthcare decisions, and placement
21 decisions; is that correct?

22 A. Yes, sir.

23 Q. It goes without saying you did not
24 consult with her before you made all of these
25 decisions, did you?

Exhibit B

1 A. I disagree with that.

2 Q. Tell me how you disagree.

3 A. Well, I consulted with her as often as
4 she would speak with me, but that was not very
5 often. Most of the time she initiated contact.
6 She discussed visitation with her husband. We
7 discussed those issues not infrequently, but the
8 dynamic between Mrs. Knight and Mr. Bobby Knight
9 and myself went south so early on in the process
10 that we did not have good open lines of
11 communication as I did with Mr. Knight's daughters.

12 Q. Now, at the time you came in in August,
13 were you aware that Mrs. Knight had been the
14 guardian and the conservator?

15 A. Yes, sir, that was my understanding,
16 yes, sir.

17 Q. Do you think that she had any concerns
18 about why she was no longer the guardian?

19 A. I couldn't answer that. That would be
20 speculation on my part.

21 Q. She never told you anything about that?

22 A. I don't recall.

23 Q. Were you aware that one of the
24 girls had complained to DSS about the care that
25 Mr. Knight was receiving?

Exhibit B

THE VINCENT LAW FIRM, L.L.C.

834 SAVANNAH HIGHWAY

P.O. Box 31842

CHARLESTON, SOUTH CAROLINA 29417-1842

3
Clement
w/o objection

THAD H. VINCENT

KATHLEEN MORASKA-FERRI

(843) 769-6600

FAX (843) 402-0119

October 16, 2007

Mrs. Chloe Tonney
2655 Lake Road
Tucker, GA 30084

Walter R. Kaufmann, Esq.
P.O. Box 1173
Mt. Pleasant, SC 29456-1173

RE: Mildred Knight vs. Norman Knight, Jr.

Dear Chloe and Walter:

Mr. Knight's bill has now approximated \$2800.00. I think we are all aware of the craziness involved in all of this.

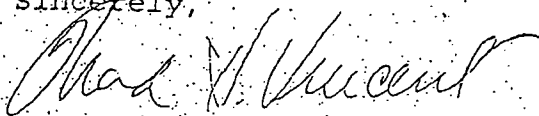
I am unwilling to go any further in this case without getting paid the balance that is owed and getting a retainer of \$5000.00. This is no one's fault other than [REDACTED], but these matters do have to be dealt with.

I want to make sure that everyone understands that I represent Norman Knight, Jr. in the family court matter. I cannot represent Chloe in anything in the family court matter. Obviously, Chloe and Norman's interests should be the same, but I represent Norman, Jr. in the family court matter. In the probate court matter, I represent Chloe and Linda.

I would appreciate phone calls from you and possibly we can have a conference call.

This matter gets worse rather than better.

Sincerely,



Thad H. Vincent

THV/lg
Enclosure

000045

- Exhibit D

Exhibit C

STATE OF SOUTH CAROLINA

ISSUED BY THE PROBATE COURT IN THE COUNTY OF CHARLESTON

IN RE: ESTATE OF NORMAN R. KNIGHT, JR.,
Plaintiff

v.

SUBPOENA IN A CIVIL CASE

Norman R. Knight, III and Estate of Mildred C.
Knight, Defendant

Case Number: 2012-ES-07-998:2008-ES-10-409

Pending in Charleston County

TO: Morgan Stanley, Custodian of Records, Subpoena Dep't, 485 Lexington Avenue, 11th Fl., New York, NY 10017

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME , AM

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

Deposit and Withdrawal Activity/Records including identity of depositors and payees for the years beginning 2004 through 2009 involving Smith Barney Account No: 4 021272655 1082481999 0000052680 Account Holders: Linda Jones, Chloe Tonney and Queenie.

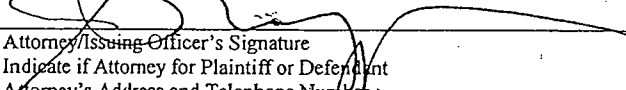
PLACE Whipper Law Firm, Post Office Box 70070, North Charleston, SC 29415	DATE AND TIME April 28, 2014 , 9:00 AM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

 Attorney/Issuing Officer's Signature Indicate if Attorney for Plaintiff or Defendant Attorney's Address and Telephone Number : Attorney for Respondents, Whipper Law Firm, 4592 Durant Avenue, North Charleston, SC 29405; (843) 740-7777	4/17 /2014 Date	J. Seth Whipper Print Name

Clerk of Court/Issuing Officer's Signature Pro Se Litigant's Name, Address and Telephone Number :	Date	Print Name

PROOF OF SERVICE

SERVED	DATE April 17, 2014	FEES AND MILEAGE TENDERED TO WITNESS
	PLACE 485 Lexington Avenue, 11 th Fl, New York, NY 10017	☐ YES ☒ NO AMOUNT \$
SERVED ON Morgan Stanley, Custodian of Records, Subpoena Department		MANNER OF SERVICE Mail and Facsimile
SERVED BY J. Seth Whipper		TITLE Attorney for Defendants

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

4592 Durant Avenue, North Charleston, SC 29405

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(5)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

LINDA K JONES
CHLOE K TONNEY

SMITH BARNEY
citigroup

2655 LAKE RD
TUCKER, GA 30084

3/1/07

55-7265/212

570090891 00 031507 57

Date

Pay to the
Order of

Bishop Gadsden Rehab, Inc

\$ 445.50

Four hundred & forty five & 50/100 Dollars



☐ FINANCIAL MANAGEMENT ACCOUNT
800-634-9855
Citibank F.S.B. Englewood Cliffs, NJ

Linda K Jones



Chloe K. Tonney

LP

For Dad's 11/16 - 2/12/07

Norman Knight Chester 119

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CHLOE K TONNEY

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TUCKER, GA 30084

7/2/07

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Order of

Bishop/Gladys Rehabe

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Five hundred & twenty six & 80/100

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FINANCIAL MANAGEMENT ACCOUNT
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Clubbank F.S.B. Englewood Cliffs, N.J.

Indra K. Jones



For Rehabe Daddy

Chloe K. Tonne

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11/28/2007
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TUCKER, GA 30084

10/10/07

35-7265/212

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BC Rehab

\$ 405⁰⁰

Four hundred & five & 10/100

Dollars



FINANCIAL MANAGEMENT ACCOUNT
800-631-9255
CitiBank F.S.B. Englewood Cliffs, NJ

John J. Jones

For

570116303 00 112807

Daddy

Chloe K. Tonney

0021272655

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01/08/2008
6117515208

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CHLOE K TONNEY
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TUCKER, GA 30084

12/15/07

55-7265/212

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Order of

B G Rehab

\$ 244.92

Two hundred & forty four 92/100

Dollars



FINANCIAL MANAGEMENT ACCOUNT

800-634-9855
Citibank F.S.B., Englewood Cliffs, NJ

Knights 419

For

Dad: 10/20 + 11/27 mmv

Spoke for

Chloe K. Tonney



000015

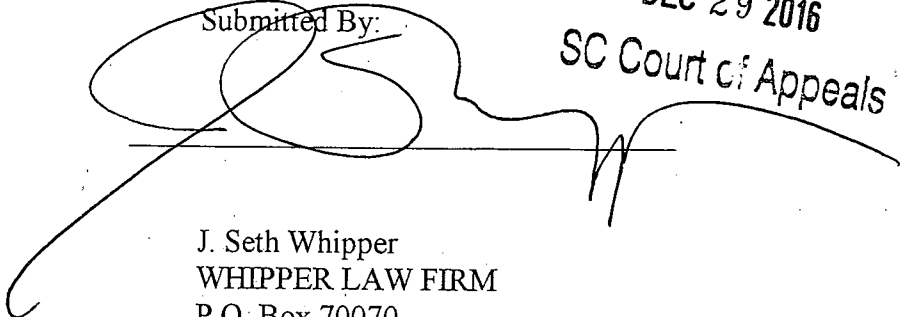
The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

RECEIVED

DEC 29 2016

SC Court of Appeals

Submitted By:



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(843) 740-7777
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