

IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

**RECEIVED**

MAR 31 2014

**SC Court of Appeals**

\_\_\_\_\_  
Trial Case Number 2011CP2301149

Appellate Case No. 2013-000416  
\_\_\_\_\_

Patricia C. McLean, as Personal ..... Respondent,  
Representative of the Estate of  
William Eugene Connor,

v.

Branch Banking and Trust Company and ..... Defendants,  
Aurelia Connor,

of whom Aurelia Connor  
is the Appellant.

\_\_\_\_\_  
**RECORD ON APPEAL**  
\_\_\_\_\_

Robert L. Waldrep, Jr.  
116 West Whitner Street  
Anderson, South Carolina 29624  
(864) 224-6341  
Attorney for Appellant

Clayton L. Jennings  
1151 East Washington Street  
Greenville, South Carolina 29601  
(864) 239-0055  
Attorney for Respondent

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

2010 AUG 18 11:35

Patricia C. McLean, as Personal )  
Representative of the Estate of )  
William Eugene Connor, )

C.A. No.: 2009-CP-23-8876

Plaintiff, )

vs. )

ORDER OF DISMISSAL PURSUANT  
TO RULE 40(J), SCRPC

Branch Banking and Trust Company )  
and Aurelia Connor, )

Defendants. )

The parties agree to dismiss without prejudice all claims pursuant to Rule 40(J) of the  
S.C.R.C.P.

*s/ Robin B. Stowell*  
Administrative Judge  
Thirteenth Judicial Circuit  
Greenville County, South Carolina  
2158

Greenville, South Carolina  
Dated: 21 Aug 2010

I SO MOVE:

BY: *Clayton L. Jennings*  
Clayton L. Jennings  
1151 E. Washington Street  
Greenville, SC 29601  
Attorney for Plaintiff

WE CONSENT:

BY: Robert L. Waldrep, Jr.

Robert L. Waldrep, Jr.

P.O. Box 2367

Anderson, SC 29622

Attorney for Defendant Aurelia Connor

BY: Charles M. Groves

Charles M. Groves

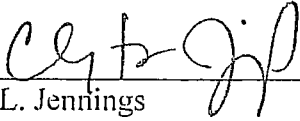
P.O. Box 10224 F.S.

Greenville, SC 29603

Attorney for Defendant BB&T



WE CONSENT:



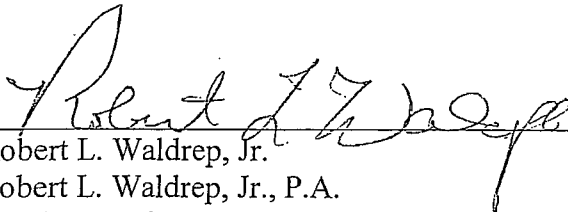
---

Clayton L. Jennings  
Jennings Law Firm, LLC  
1151 E. Washington St.  
Greenville, SC 29601  
(864) 239-0055  
*Attorney for Plaintiff*



---

Charles M. Groves  
Chapman, Harter & Groves, P.A.  
P.O. Box 10224 F.S.  
Greenville, SC 29603  
(864) 233-4500  
*Attorney for Defendant Branch Banking and Trust Company*



---

Robert L. Waldrep, Jr.  
Robert L. Waldrep, Jr., P.A.  
P.O. Box 2367  
Anderson, SC 29622  
*Attorney for Defendant Aurelia Connor*

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

Patricia C. McLean, as Personal )  
Representative of the Estate of )  
William Eugene Connor, )  
Plaintiff, )

C.A. No.: 2011-CP-23-1149

FILED  
CLAYTON L. JENNINGS, JR. CLERK  
DECEMBER 21 2011  
AM 10:35

vs. )

CONSENT ORDER OF DISMISSAL

Branch Banking and Trust Company )  
and Aurelia Connor, )  
Defendants. )

IT APPEARING that the above-captioned matter has been resolved between the Plaintiff and Defendant, Branch Banking and Trust Company,

NOW, ON MOTION of Clayton L. Jennings, attorney for the Plaintiff and with the consent of Charles M. Groves, attorney for the Defendant, Branch Banking and Trust Company,

IT IS ORDERED, ADJUDGED AND DECREED that Branch Banking and Trust Company is dismissed as a party to this action and Plaintiff's claims against Branch Banking and Trust Company are dismissed with prejudice.

IT IS SO ORDERED.

S/Robin B. Stilwell  
Administrative Judge  
Greenville County

Greenville, South Carolina  
Dated: December 21, 2011

I SO MOVE:

BY: 

Clayton L. Jennings  
Jennings Law Firm, LLC  
1151 East Washington Street  
Greenville, SC 29601  
Attorney for Plaintiff

I CONSENT:

BY: 

Charles M. Groves  
Chapman, Harter & Groves, P.A.  
P.O. Box 10224  
Greenville, SC 29602  
Attorney for Defendant, BB&T

Copy of Order Received  
WITHOUT OBJECTION

BY:

*Robert Waldrep, Jr.*

Robert L. Waldrep, Jr.

Robert L. Waldrep, Jr., P.A.

P.O. Box 2367

Anderson, SC 29622

Attorney for Aurelia Connor

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )  
 )  
 Patricia C. McLean, as Personal )  
 Representative of the Estate of William )  
 Eugene Connor, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 Branch Banking and Trust Company and )  
 Aurelia Connor, )  
 )  
 Defendants. )  
 )  
 \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS

C.A. No. 2011-CP-23-1149

ORDER DENYING MOTION TO AMEND  
 VERDICT

FILED  
 2012 JUN 12 AM 9:36

This matter was initiated upon the post trial Motion to Amend Verdict filed by defendant Aurelia Connor (the "Defendant"). The Defendant argues that the verdict in favor of the plaintiff in the amount of \$21,700.00 should be offset by the amount of funds received by the plaintiff from a settlement agreement with defendant Branch Banking and Trust Company ("BB&T"). A hearing was held before the Court on June 18, 2012. Attorney Robert L. Waldrep, on behalf of the Defendant, and Clayton L. Jennings, on behalf of the plaintiff, attended the hearing. After careful consideration of the Motion to Amend Verdict, all pleadings and filings in this action, statutory and common law, the South Carolina Rules of Civil Procedure, and the arguments of counsel, I find and order as follows:

This action involves allegations that the Defendant wrongfully converted funds from her father's estate immediately following her father's death and that the Defendant wrongfully accessed the decedent's safe deposit boxes at BB&T. The plaintiff's Complaint and Amended Complaint in this action set forth *only one* cause of action against the Defendant: conversion. The plaintiff brought *two separate and distinct causes of action, negligence and breach of*

*contract, against the other defendant, BB&T.* At the trial of the case, Defendant argued and demonstrated conclusively that Defendant flashed the converted funds of the decedent at a funeral home on the Saturday prior to the decedent's funeral, yet Defendant did not wrongfully access the subject safe deposit boxes at BB&T until the following Monday and Tuesday. Accordingly, Defendant proved that she could not have converted the subject funds by removing them from BB&T's safe deposit boxes.

Furthermore, as a separate and independent basis for the Court's decision, I find that the collateral source rule precludes the reduction of the verdict in the instant action. "South Carolina has long followed the collateral source rule that compensation received by an injured party from a source wholly independent of the wrongdoer should not be deducted from the amount of damages owed by the wrongdoer to the injured party." *Rattenini v. Grainger*, 298 S.C. 276, 379 S.E.2d 890, at 277-278 (S.C. 1989) (citing multiple South Carolina cases). The collateral source rule has been applied liberally in South Carolina to preclude the reduction of damages. *Atkinson v. Orkin Exterminating Co., Inc.*, 361 S.C. 156, 604 S.E.2d 385, at 394 (S.C. 2004). I find that the settlement proceeds the plaintiff received from BB&T were from a source wholly independent of the Defendant, and the collateral source rule prevents the Defendant from the right to setoff or reduce the amount of the verdict in this case.

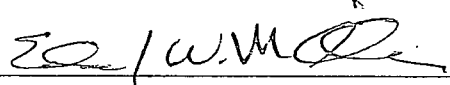
In conclusion, the settlement funds paid from BB&T to the plaintiff were for separate and distinct causes of action brought by plaintiff and do not provide the Defendant the right to reduce the jury's verdict for plaintiff in the amount of \$21,700.00. As a separate basis for this conclusion, I find that the collateral source rule, being well-established law in South Carolina, precludes the Defendant from reducing the jury's verdict by any settlement proceeds received by

the plaintiff from BB&T. Accordingly, the Defendant's motion is DENIED, and the Clerk of Court shall enter judgment for the plaintiff against Aurelia Connor in the amount of \$21,700.00.

IT IS SO ORDERED.

7/3, 2012

Greenville, South Carolina

  
Edward W. Miller  
Circuit Court Judge

STATE OF SOUTH CAROLINA

JUDGMENT IN A CIVIL CASE

COUNTY OF GREENVILLE

FILED-CLERK OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENSIMER

CASE NO: 2011-CP-23-8876

IN THE COURT OF COMMON PLEAS

2013 JAN 25 P 1:30

Patricia C. McLean, as Personal Representative of the Estate of William Eugene Connor v.  
Branch Banking and Trust Company and Aurelia Connor

**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: \_\_\_\_\_

**IT IS ORDERED AND ADJUDGED:**

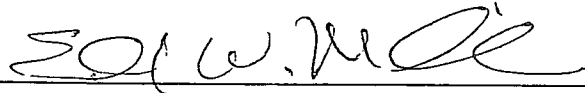
See attached order;

Statement of Judgment by the Court:

Defendant's Motion for Reconsideration is Denied.

Dated at Greenville, South Carolina, this 16<sup>th</sup> day of January, 2013.

Court Reporter:

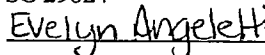


**PRESIDING JUDGE - EDWARD W. MILLER**

This judgment was entered on the 1/25/13, and a copy mailed first class this 1/25/13, to attorneys of record or to parties (when appearing pro se) as follows:

**Clayton L. Jennings** 1151 E. Washington Street Greenville, SC 29601

**Robert L. Waldrep, Jr.** 116 West Whitner Street Anderson, SC 29624



**ATTORNEY(S) FOR THE PLAINTIFF(S)**

**ATTORNEY(S) FOR THE DEFENDANT(S)**

Paul B. Wickensimer Greenville County Clerk Of Court

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )  
Patricia C. McLean, as Personal )  
Representative of the Estate of William )  
Eugene Connor, )  
Plaintiff, )  
v. )  
Aurelia Connor )  
Defendant. )

COURT OF COMMON PLEAS

2011-CP-23-1149

VERDICT FORM

I. As to the cause of action for **CONVERSION**:

1. We, the Jury, find for Plaintiff in the amount of:  
twenty one thousand and (\$21,700) Dollars  
Actual Damages seven hundred dollars  
\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars  
Punitive Damages

2. We, the Jury, find for the Defendant.

I certify this decision was the unanimous decision of the jury.

Cathy Mary  
Signature of Foreperson

February 28, 2012  
Greenville, SC

PLEASE NOTIFY THE BAILIFF ONCE YOU HAVE COMPLETED THIS FORM

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

Patricia C. McLean, as Personal )  
Representative of the Estate of William )  
Eugene Connor, )

Plaintiff, )

vs. )

Branch Banking and Trust Company and )  
Aurelia Connor, )

Defendants )  
\_\_\_\_\_ )

**COMPLAINT  
(JURY TRIAL REQUESTED)**

C.A. No. 2009-CP-23- 8876

2009 OCT 19 PM 3:21  
PROBATE COURT  
GREENVILLE COUNTY  
PAUL B. WICKENSHER

The plaintiff, Patricia C. McLean, as Personal Representative of the Estate of William Eugene Connor ("Plaintiff"), complaining of the defendants, Branch Banking and Trust Company and Aurelia Connor, would respectfully show unto the court and allege:

**GENERAL ALLEGATIONS**

1. William Eugene Connor died a resident of Greenville County, South Carolina on October 20, 2006. His estate is being administered in the Probate Court of Greenville County, South Carolina and is assigned file number 2006ES2302161. Patricia C. McLean is Personal Representative of the Estate of William Eugene Connor.

2. Defendant Branch Banking and Trust Company ("BB&T") is a North Carolina corporation engaged in banking and other business in the State of South Carolina. Branch Banking and Trust Company of South Carolina ("BB&TSC") was a South Carolina corporation and wholly owned subsidiary of BB&T until December 31, 2006, when it merged with BB&T. Any reference herein to BB&T shall also include BB&TSC.

3. Defendant Aurelia Connor is the daughter of William Eugene Connor, and is, upon information and belief, a resident of Anderson County, South Carolina.

4. Decedent wrongfully converted \$100,000.00 of funds belonging to Benjamin Furman Watkins through a real estate scheme. A civil judgment was entered against Decedent in Civil Action Number 2004-CP-23-1282 for \$100,000.00 in actual damages, together with \$50,000.00 in punitive damages and other relief, as a result of Decedent's wrongful actions.

5. William Eugene Connor ("Decedent") leased two (2) safe deposit boxes at a branch location along Augusta Road in the County of Greenville, State of South Carolina, from BB&T pursuant to Safe Deposit Box Lease Agreements dated March 1997 and January 12, 1998.

6. Decedent placed the majority of the converted proceeds described above above into one or both of the safe deposit boxes leased from BB&T. Decedent placed some of the funds into Certificates of Deposit ("CDs") at BB&T. Decedent frequented the August Road branch location of BB&T to withdraw cash from his safe deposit boxes.

7. Upon maturity of the CDs, Decedent placed the cash proceeds of the CDs into the safe deposit boxes at BB&T. Decedent also maintained personal items of value in the safe deposit boxes, including, but not limited to, two pearl-handle pistols and a coin collection.

8. Pursuant to the terms of the Safe Deposit Box Lease Agreement dated March 1997, upon notification to BB&T of the death of the lessee, Defendant BB&T agreed to seal the leased box and only release the contents of the box in accordance with state law.

9. Pursuant to the terms of the Safe Deposit Box Lease Agreement dated January 12, 1998, upon notification to BB&T of the death of the lessee, Decedent, BB&T could only release the contents of the leased box to a co-lessee or a person authorized to access the box by state law.

There was no co-lessee under the lease. Under the terms of the agreement, BB&T also agreed to exercise ordinary care to prevent unauthorized entry into the leased box.

10. On the next business day following Decedent's death, Patricia C. McLean appeared at the BB&T branch location located along Augusta Road in Greenville County, the location of the two leased boxes, and notified BB&T of Decedent's death. Patricia C. McLean requested access to Decedent's two safe deposit boxes from one or more BB&T employees at the branch location, but the employee(s) scoffed at her request and denied access. One BB&T employee remarked, "We know what your father wanted."

11. Having been notified of decedent's death, one or more of the BB&T employees from the Augusta Road branch then attended decedent's funeral.

12. On October 23, 2006 and October 24, 2006, BB&T wrongfully granted access to the safe deposit boxes to Defendant Aurelia Connor.

13. Defendant Aurelia Connor removed all contents of the boxes and has refused to return the contents despite requests from the Plaintiff to do so.

14. BB&T granted Plaintiff access to the safe deposit boxes on December 27, 2006. Plaintiff then discovered that the boxes were empty.

15. This Court has both personal and subject matter jurisdiction over this matter, and venue is proper in the Greenville County Court of Common Pleas.

**FOR A FIRST CAUSE OF ACTION**  
*Breach of Contract (as to BB&T only)*

16. Plaintiff realleges and incorporates by reference all prior allegations herein.

17. Based on BB&T's grant of access to the above-referenced safe deposit boxes to Defendant Aurelia Connor after notification of Decedent's death, Defendant BB&T violated the terms of the Safe Deposit Box Lease Agreements between the Decedent and Defendant BB&T.

18. Therefore, Plaintiff is entitled to judgment against the Defendant BB&T and to an award of actual and compensatory damages against the Defendant BB&T.

**FOR A SECOND CAUSE OF ACTION**  
*Negligence/Gross Negligence (as to BB&T only)*

19. Plaintiff realleges and incorporates by reference all prior allegations herein.

20. The Plaintiff would show that Decedent and Plaintiff a duty of exercising reasonable and ordinary care in preventing unauthorized access to the safe deposit boxes.

21. The Plaintiffs would show that the Defendant negligently, recklessly, willfully, wantonly, intentionally and grossly negligently breached its duty to the Plaintiff in the following particulars to wit:

(a) In allowing Defendant Aurelia Connor access to Decedent's safe deposit boxes at BB&T after receiving notice of Decedent's death, and allowing Defendant Aurelia Connor to remove the contents thereof.

22. As a direct and proximate result of the Defendant's negligent, reckless, willful, wanton, intentional, and grossly negligent acts and/or delicts as enumerated here and above, the Plaintiff and the creditors, heirs and/or devisees of the Estate of William Eugene Connor were injured due to the loss of funds and personal property held in Decedent's safe deposit boxes. Therefore, the Plaintiff requests judgment against the Defendant BB&T for actual and punitive damages in a sum to be determined by a Court.

FOR A THIRD CAUSE OF ACTION

*Conversion (as to Defendant Aurelia Connor only)*

23. Plaintiff realleges and incorporates by reference all prior allegations herein.

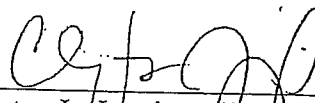
24. By removing the contents of Decedent's safe deposit boxes at BB&T, Defendant Aurelia Connor wrongfully and willfully assumed and exercised unauthorized ownership over specific, identifiable funds and personal property of Decedent which she had an obligation to deliver to Plaintiff, as the rightful owner of these funds and property.

25. Based upon the foregoing, Plaintiff is entitled to judgment against Defendant Aurelia Connor for actual and punitive damages in an amount to be determined by a court or jury, with interest and the costs of this action.

**WHEREFORE**, the Plaintiff prays as follows:

- (a) For a judgment against the Defendants, and an award of actual and punitive damages, together with interest thereon;
- (b) For the costs, attorneys fees, and disbursements in the pursuit of this matter; and
- (c) For such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,



\_\_\_\_\_  
Clayton L. Jennings (S.C. Bar # 68284)  
Jennings Law Firm, LLC  
1151 E. Washington St.  
Greenville, South Carolina 29601  
(864) 239-0055  
*Attorney for Plaintiff*

Greenville, South Carolina  
October 19, 2009

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

Patricia C. McLean, as Personal )  
Representative of the Estate of the )  
Estate of William Eugene Connor, )  
Plaintiff )

Civil Action No. 09-CP-23-8876

vs. )

ANSWER

OF

Branch Banking and Trust )  
Company and Aurelia Connor, )  
Defendants )

DEFENDANT

Aurelia Connor (Bennett)

Defendant, Aurelia Connor (Bennett), respectfully answers the Complaint of Plaintiff as follows:

I.

Except as expressly admitted or denied based upon a lack of knowledge or information sufficient to form a belief as to the truth of an allegation, Defendants denies all allegations of the Complaint and all paragraphs and parts thereof and demands strict proof of the same.

II.

1. Defendant admits paragraph 1 of the Complaint.
2. In answering paragraph 2 of the Complaint, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations therein and denies the same and demands strict proof of same.
3. Defendant admits paragraph 3 of the Complaint.
4. Defendant denies paragraph 4 of the Complaint.

5. In answering paragraph 5 of the Complaint, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations therein and denies the same and demands strict proof of same.

6. Defendant denies paragraph 6 of the Complaint.

7. Defendant denies paragraph 7 of the Complaint.

8. Defendant denies paragraph 8 of the Complaint.

9. Defendant denies paragraph 9 of the Complaint.

10. Defendant denies paragraph 10 of the Complaint.

11. In answering paragraph 11 of the Complaint, Defendant admits that one or more employees of BB&T came to her father's funeral but is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations therein and denies the same and demands strict proof of same.

12. Defendant denies paragraph 12 of the Complaint.

13. Defendant denies paragraph 13 of the Complaint.

14. Defendant denies paragraph 14 of the Complaint.

15. Defendant denies paragraph 15 of the Complaint.

16. Defendant denies paragraph 16 of the Complaint.

17. Defendant denies paragraph 17 of the Complaint.

18. Defendant denies paragraph 18 of the Complaint.

19. Defendant denies paragraph 19 of the Complaint.

20. Defendant denies paragraph 20 of the Complaint.

21. Defendant denies paragraph 21 of the Complaint.

22. Defendant denies paragraph 22 of the Complaint.

23. Defendant denies paragraph 23 of the Complaint.

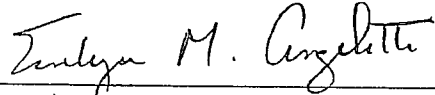
24. Defendant denies paragraph 24 of the Complaint.

25. Defendant denies paragraph 25 of the Complaint.

WHEREFORE, Defendant, having fully answered Plaintiff's Complaint, respectfully requests the Court to dismiss the Complaint with prejudice, together with payment by Plaintiff of

damages, fines and penalties, prejudgment interest, attorney fees, and costs of this Action, together with such other and further relief as this Court deems just and proper.

Date: November 20, 2009



---

Evelyn M. Angeletti, Attorney for Defendants  
SC Bar No. 403  
638 E. Washington Street  
Greenville, SC 29601  
(864) 271-1389  
(864) 271-0128 (fax)

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

2012 MAR -9 P 4: 50  
Patricia C. McLean, as Personal  
Representative of the Estate of William  
Eugene Connor,

Plaintiffs, FILED-CLERK OF COURT  
GREENVILLE CO. S.C.  
DORIS WICKENS MFD

vs.

Branch Banking and Trust Company  
and Aurelia Connor,  
Defendant.

IN THE COURT OF COMMON PLEAS  
2009-CP-23-8876

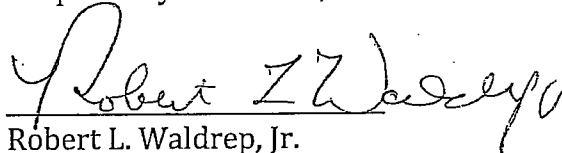
**NOTICE OF MOTION AND  
MOTION TO AMEND VERDICT**

**TO: CLAYTON LANIER JENNINGS, ATTORNEY FOR PLAINTIFF**

YOU WILL PLEASE TAKE NOTICE that the Defendant, Aurelia Connor, will move before this Honorable Court on the 10th day after service hereof or as soon thereafter as counsel may be heard for an order amending the verdict in the above captioned matter rendered on February 28, 2012.

Said Motion is based upon a settlement between the Plaintiff and Defendant, Branch Banking and Trust Company, effected prior to trial of this case of Patricia C. McLean, as Personal Representative of the Estate of William Eugene Connor vs. Branch Banking and Trust Company and Aurelia Connor and that the Defendant, Aurelia Connor, is entitled to an offset of \$7,500.00 for the amount paid by Branch Banking and Trust to be subtracted from the verdict. Pursuant to the release and the consideration already received by the Plaintiff and §15-38-50, et. seq. of the South Carolina Code of Laws, as amended, said verdict should be amended to the sum of Fourteen Thousand Two Hundred and 00/100 (\$14,200.00) Dollars.

Respectfully submitted,

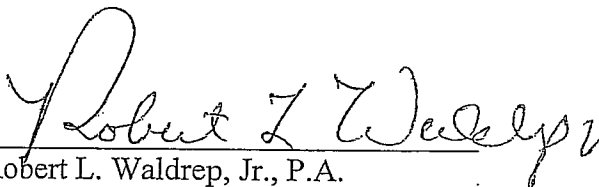


Robert L. Waldrep, Jr.  
Robert L. Waldrep, Jr., P.A.  
116 West Whitner Street  
Anderson, South Carolina 29622  
864-224-6341

Dated: March 9, 2012  
Anderson, South Carolina.

AFFIRMATION OF COUNSEL

- communicated, orally or in writing, and thus consulted with opposing counsel and attempted in good faith to resolve the matter contained in the motion.
- did not consult with opposing counsel because such consultation would serve no useful purpose.
- did not consult with opposing counsel because such consultation could not be timely held.
- did not consult with opposing counsel because there is no requirement of consultation provided under SCRCP 11(a) or under the local Federal Rules for the attached motion.

  
Robert L. Waldrep, Jr., P.A.  
Attorneys At Law  
Post Office Box 2367  
116 West Whitner Street  
Anderson, South Carolina 29622  
(864) 224-6341

Dated: March 9, 2012

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Patricia C. McLean, as Personal  
Representative of the Estate of William  
Eugene Connor,

Plaintiffs,

vs.

Branch Banking and Trust Company  
and Aurelia Connor,  
Defendant.

FILED-CLERK OF COURT  
GREENVILLE CO. S.C.  
COURT BY CHECKING INFO  
IN THE COURT OF COMMON PLEAS  
2009-CP-23-8876  
2012 JUL 27 A 9:30

**NOTICE OF MOTIONS AND  
MOTION FOR RECONSIDERATION  
AND MOTION TO PRODUCE**

**2011-CP-23-1149**

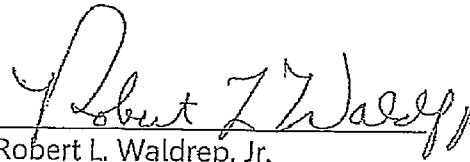
**TO: CLAYTON LANIER JENNINGS, ATTORNEY FOR PLAINTIFF  
CHARLES M. GROVES, ATTORNEY FOR DEFENDANT, BB&T**

YOU WILL PLEASE TAKE NOTICE that the Defendant, Aurelia Connor, by and through her undersigned attorney pursuant to Rule 59 of the South Carolina Rules of Civil Procedure, will move before this Honorable Court on the 10th day after service hereof or as soon thereafter as counsel may be heard for (1) an order of reconsideration of the Order of the Honorable Edward W. Miller dated July 3, 2012, filed July 12, 2012, and received by the office Robert L. Waldrep, Jr., attorney for Aurelia Connor on July 23, 2012, and (2) an order requiring the Plaintiff and/or Defendant, Branch Banking and Trust Company, to provide the Defendant, Aurelia Connor, with a copy of the Agreement, Covenant Not to Sue, and/or Release executed by the Plaintiff releasing the Defendant, Branch Banking and Trust Company from claims of the Plaintiff, Patricia McLean.

The court failed to properly consider an offset of \$7,500.00 paid by the Defendant, Branch Banking and Trust Company, to be subtracted from a verdict against the Defendant, Aurelia Connor, pursuant to §15-38-50 et. seq. of the 1976

South Carolina Code of Laws, as amended. That the original action of the Plaintiff named both Branch Banking and Trust Company and Aurelia Connor as joint tort feaors and therefore Aurelia Connor is entitled to this credit against the verdict against her.

The Defendant, Aurelia Connor, further moves for an Order of discovery which requires either the Plaintiff, Patricia C. McLean, or the Defendant, Branch Banking and Trust Company to produce a copy of the Agreement, Covenant Not to Sue, or Release executed by the Plaintiff which released the Defendant, Branch Banking and Trust Company, from the claims of the Plaintiff.



Robert L. Waldrep, Jr.  
Robert L. Waldrep, Jr., P.A.  
116 West Whitner Street  
Anderson, SC 29624  
864.224.6341

Dated: July 23, 2012  
Anderson, South Carolina.



JENNINGS LAW FIRM, LLC

Clayton L. Jennings, Attorney-At-Law  
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November 6, 2012

VIA FACSIMILE: (864) 226-1852

Robert L. Waldrep, Jr., Esq.  
Robert L. Waldrep, Jr., P.A.  
116 W. Whitner St.  
Anderson, SC 29624

RE: Patricia McLean, as PR v. Aurelia Connor

Dear Bob:

You filed a motion to force my client to produce a copy of her settlement with BB&T in the above-referenced matter. BB&T has consented to our production of the document to you, and I am attaching a copy of it hereto. I believe this will obviate the need for a hearing, and you can simply dismiss your motion.

Please let us know if you have any questions.

Yours very truly,

JENNINGS LAW FIRM, LLC

Clayton L. Jennings

Attachment – General Release of BB&T

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

Patricia C. McLean, as Personal )  
Representative of the Estate of )  
William Eugene Connor, )

C.A. No.: 2009-CP-23-8876

Plaintiff, )

vs. )

Branch Banking and Trust Company )  
and Aurelia Connor, )

Defendants. )

GENERAL RELEASE  
AS TO

DEFENDANT BRANCH BANKING AND TRUST COMPANY

For and in consideration of the sum of Seven Thousand Five Hundred and No/100 (\$7,500.00) Dollars, the receipt whereof is hereby acknowledged, Patricia C. McLean, Individually and as Personal Representative of the Estate William Eugene Connor, does hereby release, discharge, and forever acquit Branch Banking and Trust Company(affiliated corporations), its agents, employees, insurers, attorneys, successors and assigns, (all of which are referred to as BB&T), who are liable or who might be claimed to be liable, none of whom admit any liability whatsoever, but all of whom expressly deny any liability, from any and all liability of any kind, character of description, claims demands, actions, causes of action or suits of any kind or nature whatsoever, whether direct or indirect, which said Plaintiff may have or assert against the Defendant, BB&T, arising out of the facts as alleged in the above action, and specifically including, but without limiting the generality of the foregoing, on account of all damages, losses known or unknown, to the person, which have developed or which may in the

future develop, directly or indirectly, from the Defendant allowing the Defendant, Aurelia Connor to access the safety deposit box of decedent Connor subsequent to decedent's death.

It is further acknowledged and agreed that the settlement by said Plaintiff of her claims against the Defendant is in good faith and results from an uncertainty as to the liability of the Defendant after a full evaluation of the potential claims and an uncertainty concerning the amount of the damages.

It is further acknowledged and agreed that as settlement of all claims against BB&T and for the above referenced consideration, said Plaintiff shall dismiss Defendant BB&T from the above-referenced lawsuit with prejudice and that she does authorize and direct her attorney in this law suit to take any and all steps appropriate to secure dismissal of this lawsuit against Defendant BB&T. It is further agreed that each party shall bear their own costs.

It is further acknowledged and agreed that the said Plaintiff has entered into this compromise settlement and has made, executed and delivered this General Release and has authorized and directed the dismissal of this lawsuit with the full knowledge and understanding of the nature and legal effect of these acts, and after having read the same and after having the same explained to her by her attorney. This General Release shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned as well as of any other individual or other entity with claims against BB&T which allegedly arise out of this subject matter of the above-referenced lawsuit.

It is further acknowledged and agreed that the terms, conditions, performance and consideration (the "terms") of this General Release shall be kept and remain confidential by the undersigned and her attorney, and the undersigned agrees that neither she nor her attorney will disclose the terms of the General Release to any other person outside of the Plaintiff's attorney's

offices, except to state the fact that this case has been settled. The Plaintiff agrees that the confidentiality terms of this General Release are an essential element of this settlement agreement.

IN WITNESS WHEREOF, the General Release is executed by the undersigned this the 2nd day of December <sup>2011</sup>, 2011.

WITNESSES:

Linda F. Stamps  
Maqui Shea

Patricia C. McLean  
Patricia C. McLean, Individually  
Patricia C. McLean  
Patricia C. McLean, as Personal Representative  
of the Estate of William Eugene Connor

Clayton L. Jennings  
Clayton L. Jennings, as Attorney for Plaintiff

Mclean vs. Connor

1 Q. Okay. Instead you went back to the same BB&T  
2 branch on Augusta Road, didn't you?

3 A. The papers had two different days, but, sir, I  
4 didn't go there on Tuesday.

5 Q. You're telling me you did not go back to the same  
6 BB&T Branch on October 24th?

7 A. I was there on the same day.

8 Q. Let me show you two newspaper articles if I  
9 could, one from Greenville News and one from the  
10 Livingston Journal.

11 MR. WALDREP: No objection.

12 MR. JENNINGS: I ask that these be entered  
13 into evidence collectively.

14 THE COURT: Without objection.

15 MR. JENNINGS: Collectively.

16 (Newspaper articles marked as Plaintiff's  
17 Exhibit No. 3 for identification and admitted into  
18 evidence.)

19 BY MR. JENNINGS:

20 Q. Now, this Greenville article newsletter says that  
21 your father's funeral was held at 3:00 p.m. on Tuesday at  
22 Washington Baptist Church; is that right?

23 A. Yes.

24 Q. That was Tuesday, October 24th. And the  
25 Williamston Journal article which I'll show to you says

Mclean vs. Connor

1 funeral services were held October 24 at Washington  
2 Baptist Church, burial followed in the church cemetery; is  
3 that right?

4 A. Yes, sir.

5 Q. So I'd like to show you a safety deposit box  
6 entry card for BB&T Bank for a second safety deposit box  
7 in your father's name box number 309-2.

8 MR. WALDREP: No objection.

9 MR. JENNINGS: And I would move to enter  
10 these safety deposit box cards into evidence.

11 THE COURT: Without objection.

12 (Entry card marked as Plaintiff's Exhibit No.  
13 4 for identification and admitted into evidence.)

14 BY MR. JENNINGS:

15 Q. Now, BB&T safety deposit box entry card 309-2  
16 shows that you, Aurelia Connor, appeared at BB&T on  
17 October 24th and signed in at 3:00 p.m., to access this  
18 box; is that right?

19 A. Sir, it says that we figured out something else  
20 about this box.

21 Q. Is that what the card says?

22 A. It's what the card says but I didn't write the  
23 time for any day, I just signed my name.

24 Q. Okay. It's 3:00 p.m. the same exact time as your  
25 father's funeral?

Mclean vs. Connor

1 I handled mine.

2 Q. Let's get back to the bank. Do you know why your  
3 father's safety deposit boxes were empty?

4 A. Because he had gone there on February 7th, 2006  
5 and taken everything that was in it out.

6 Q. He cleaned them out?

7 A. Yes.

8 Q. How do you know?

9 A. Because the girls at the bank showed me the dates  
10 where he cleaned them out.

11 Q. And did he tell you that he had cleaned them out?

12 A. Yes. And that little box that I found had  
13 rubber bands all the way around it and was back in the  
14 corner of the little drawer that I opened and it had glued  
15 there to the boxes that had been left there for so long.

16 Q. Now, you were good friends with Andrea Lee at  
17 BB&T branch bank, right?

18 A. I was good friends with a lot of them.

19 Q. Did she tell you your father had emptied out  
20 these boxes?

21 A. Yes, sir.

22 Q. You trust her?

23 A. I have no reason not to.

24 Q. So did you? Did you trust her?

25 A. At that time, yeah.

## Aurelia Connor--Direct Examination by Mr. Jennings

Mclean vs. Connor

1 Q. Now, you admit removing from one of the boxes a  
2 gold or silver football?

3 A. It probably was a brass one. It was just a  
4 little box with a high school ring and a little football.

5 Q. Could you describe that ring for us?

6 A. It was a signa ring with Harper(ph) High School  
7 written on it.

8 Q. What color was it?

9 A. Gold.

10 Q. Gold. Weighed about an ounce, you think?

11 A. It's the one that I showed you in court last  
12 time.

13 Q. We hadn't been to court.

14 A. Deposition.

15 Q. Would you say it weighed about an ounce?

16 A. Probably.

17 Q. And the football, you think it was made of brass  
18 or gold?

19 A. Neither one of them were anything expensive.

20 Q. I'm just asking about the football, do you think  
21 it was a brass football or --

22 A. Yes.

23 Q. Okay. What other assets did you take that had  
24 belonged to your father?

25 A. Nothing.

## Mclean vs. Connor

1 Q. Did you look for his cash anywhere else other  
2 than his safety deposit boxes?

3 A. No, the only other cash he would have had would  
4 have been at his house and I was not allowed back in there  
5 so I don't have any idea.

6 Q. Where would it have been at his house?

7 A. Different places.

8 Q. Did you tell me you didn't know where he kept his  
9 cash?

10 A. I don't know exactly.

11 Q. You didn't make any large withdrawals of cash  
12 right around, from your own bank accounts, the time of  
13 your father's death, did you?

14 A. I don't remember. I know that we put in some  
15 large amounts from the sale of different things from Bill  
16 but I don't remember exactly.

17 Q. Thank you. Please answer any questions your  
18 attorney might have.

19 THE COURT: Let me talk to the lawyers for  
20 just a second.

21 (Whereupon, there was a bench conference.)

22 Ladies and gentlemen, we are going to break  
23 for lunch at this time and I want to instruct you not to  
24 discuss the case with anybody, don't do any independent  
25 research and ask you to be back at 2:15. Hopefully that

Mclean vs. Connor

1 A. He passed away in February of '04.

2 Q. Was there any problem when your brother passed  
3 away?

4 A. Yes, there was. Patricia came to the house and  
5 jumped all over daddy and me and for reasons we'll never  
6 understand right now. She accused my father of pulling a  
7 gun on her which he did not do and all she did was scream  
8 and holler at him. She tried to hit me and daddy broke it  
9 up and it just went from bad to worse. It went on  
10 continuously from 2000 until my dad passed away. It was  
11 awful.

12 Q. Ms. Connor, you said your dad made his funeral  
13 arrangements. Did he write his own obituary?

14 A. No, he didn't write the obituary. He did jot  
15 down things he wanted on there, yes.

16 Q. And was that sort of tendered to the funeral home  
17 when trying to make the arrangements to get this  
18 publication in the paper about his obituary?

19 A. I had the one that we had written up, but my  
20 sister chose not to use my dad's and she put her own in  
21 there.

22 Q. Well, what happened with regard to staying at the  
23 funeral home that night and this was a Saturday?

24 A. He died on a Friday. It was early Saturday  
25 morning.

Mclean vs. Connor

1 Q. Saturday?

2 A. Saturday.

3 Q. Did you carry any kind of checks or cash or  
4 anything like that with you?

5 A. No, sir, I did not. I had my husband's  
6 checkbook. We were going to help mother pay for the  
7 funeral and she said she would deal with us when it was  
8 over and that's what I had.

9 Q. Did you display any cash?

10 A. No.

11 Q. And that was your husband's checkbook?

12 A. Yes, it was.

13 Q. And I think that was Saturday and that would be  
14 like the 21st?

15 A. Yes, sir.

16 Q. And Sunday would be the 22nd. And I believe it  
17 was on the 23rd of October of 2006 that you went to the  
18 BB&T bank; is that correct?

19 A. Yes, sir.

20 Q. Now, did you have authority? Were you authorized  
21 to go into your father's safety deposit box?

22 A. Yes, I was.

23 Q. Did you have a key?

24 A. I had a key to one and that was the only one that  
25 I was able to get into.

McLean vs. Connor

1 MR. WALDREP: Just a minute. Your Honor,  
2 that's all I have.

3 THE COURT: Thank you, ma'am, you may step  
4 down.

5 (Witness leaves witness stand.)

6 Call your next witness.

7 MR. JENNINGS: Plaintiff calls Patricia  
8 McLean.

9 THE CLERK: Place your left hand on the Bible  
10 and raise your right hand.

11 PATRICIA MCLEAN, having been duly sworn,  
12 testified as follows:

13 Please state your name for the record.

14 THE WITNESS: Patricia C. McLean.

15 THE CLERK: Thank you. You may be seated.

16 DIRECT EXAMINATION

17 BY MR. JENNINGS:

18 Q. Good afternoon.

19 A. Hi.

20 Q. Ms. McLean, was W.E. Connor your father?

21 A. Yes.

22 Q. When did he pass away, do you remember?

23 A. October '06.

24 Q. October 20th?

25 A. Yes.

## McLean vs. Connor

1 Q. Was that a Friday?

2 A. Yes.

3 Q. Did you see your sister Aurelia after he passed  
4 away?

5 A. Yes, I did. I saw her at the funeral home.

6 Q. When was that?

7 A. That was on Saturday. That was the day after he  
8 died. I was out of town. I was at my mountain home.

9 Q. You were out of town and returned to Greenville.

10 A. I was out of town and my sister-in-law had called  
11 me. I was not called. My sister-in-law had called me and  
12 told me my father had passed away and then my son called  
13 me and I came to Greenville the next day.

14 Q. Did you see her at the funeral home on Monday?

15 A. Yes, that's when I saw her at the funeral home.  
16 That was the first time I had seen her.

17 Q. What time of day was it?

18 A. I believe it was in the evening.

19 Q. Who was there from your family?

20 A. Aurelia and Bill Bennett and my brother and I  
21 went together.

22 Q. How did your meeting go with Aurelia go at the  
23 funeral home?

24 A. It was pretty froth. In the end it started out  
25 -- she and Mr. Bennett had already started with the

## Patricia McLean--Direct Examination by Mr. Jennings

McLean vs. Connor

1 A. They wouldn't allow me access.

2 Q. Policy doesn't say that you could remove the  
3 contents of the box, does it?

4 A. No.

5 Q. How would you describe your father as a business  
6 person?

7 A. A hustler.

8 Q. Wheeler, dealer?

9 A. Yes.

10 Q. Even if he came into some money that wasn't  
11 perfectly legitimate, maybe a little bit dirty, would you  
12 willing to distribute some or all of that money back to  
13 the creditor who has filed a claim with the estate?

14 A. Yes.

15 Q. And that's your duty and responsibility under the  
16 law?

17 A. That's my understanding.

18 Q. Did your father deal with cash on a regular  
19 basis?

20 A. Yes.

21 Q. Have you ever given consent to Aurelia Connor to  
22 have any assets belong to your late father or his estate?

23 A. No.

24 Q. Now, Aurelia mentioned she had taken, I believe,  
25 it was a Parker High School ring.

McLean vs. Connor

1 A. Yes.

2 Q. And she mentioned that it weighed roughly an  
3 ounce and that it was gold. What would you estimate to be  
4 the value of that gold ring if what she said was accurate  
5 and it weighed one ounce?

6 A. An ounce of gold is about \$1700 an ounce.

7 Q. She mentioned there was one other item, I  
8 believe, a brass trinket. You don't have any estimation  
9 of what that was?

10 A. No.

11 Q. What about the pearl handled pistols? Why do you  
12 believe your father had pearl handled pistols in his  
13 safety deposit boxes?

14 A. Because he told me that he had put them in there  
15 and I had been in that safety deposit box probably as much  
16 as she had over the years.

17 Q. But it had been a long time, right?

18 A. Yes, years ago because he got mad at me.

19 Q. Had he told you, you know, after the last time he  
20 had seen the boxes that he told you he had kept those in  
21 there?

22 A. I don't know about the time. He just told me he  
23 had put those pistols in the safety deposit box. We had  
24 been outside in firing a gun.

25 Q. You believe that he had kept his coin collection

1 charge and here was the money, she was going to make  
2 decisions about the funeral.

3 Q. This was on Saturday at the funeral home?

4 A. Yes.

5 Q. She came in and she had her husband with her?

6 A. No, we came in. They were already there.

7 Q. And you say that you saw a check.

8 A. Cashier's check.

9 Q. What kind of a check was it?

10 A. Cashier's check.

11 Q. Issued to her?

12 A. Issued to my father and endorsed by my father.

13 Q. For \$10,000 you say.

14 A. And that's when she said that daddy had taken  
15 care of his funeral expenses.

16 Q. What evidence do you have that there was a  
17 \$10,000 check from BB&T? Have you checked with BB&T to  
18 see that there was a \$10,000 check?

19 A. I expect my lawyer checked with them.

20 Q. So you have a \$10,000 check you're going to  
21 present to this court.

22 A. I don't have. I'm telling you what she produced  
23 there that night. She was at the end of the table, I was  
24 sitting here and my daughter was sitting there.

25 Q. And if there was such a check, there would be

## Patricia McLean--Redirect Examination by Mr. Jennings

McLean vs. Connor

1 restrain you from contacting your mother?

2 A. Yes, because of her lies and that would be  
3 addressed in another suit.

4 Q. Okay. Thank you.

5 A. You're welcomed. Thank you.

6 THE COURT: Any redirect?

7 REDIRECT EXAMINATION

8 BY MR. JENNINGS:

9 Q. Ms. McLean, you don't know exactly how much  
10 Aurelia took from your dad's safety boxes or from anywhere  
11 else, do you?

12 A. No, I don't.

13 Q. But you know she showed you what she said was  
14 \$10,000 cash and a cashier's check for the same.

15 A. Yes.

16 Q. Do you care of what she sold came from a safety  
17 deposit box or from somewhere else?

18 A. No.

19 Q. Do you want it back in the estate?

20 A. I want it back in the estate where it should have  
21 been.

22 Q. Pearl handled guns, do you have an idea of what  
23 those are worth?

24 A. The information I have about \$350 a piece.

25 Q. There were two of them?

## Armis [sic] Connor--Direct Examination by Mr. Jennings

Mclean vs. Connor

1 Q. Who is your father?

2 A. William E. Connor.

3 Q. And who are you sisters?

4 A. Pat and Aurelia.

5 Q. Do you remember when your father passed away?

6 A. October 20, 2006.

7 Q. Did you see your sister Aurelia at the funeral  
8 home after your father had passed away?

9 A. Yes.

10 Q. How did that go with her?

11 A. We were pretty civil to start with but when we  
12 got to the part that was going to go into the newspaper we  
13 kind of backed off of it and she just started raising  
14 cane.

15 Q. Did she offer to pay for the funeral?

16 A. Yes. I was sitting at the end of the table and  
17 we were trying to figure out what we're going to do and  
18 she had an envelope in this hand she said was \$10,000 in  
19 cash and she had a cashier's check in the other hand said  
20 my daddy paid for it.

21 Q. Did you believe it was \$10,000 cash?

22 A. That's what she said.

23 Q. Did you get a look at the cash?

24 A. No, sir.

25 Q. You didn't get the count it?

## Mclean vs. Connor

1 A. I would never take advantage of my mother.

2 Q. Then your sister is not telling the truth then?

3 MR. JENNINGS: Objection.

4 THE COURT: I sustain that objection.

5 BY MR. WALDREP:

6 Q. Describe this money you say you saw? Did you  
7 count it?

8 A. No, I did. It was in an envelope and she held it  
9 up and she said it was \$10,000 cash and this check.

10 Q. And did you see the check?

11 A. I saw that it was a check. I didn't see the  
12 amount or anything. I didn't get that close but she held  
13 it up for all of us to see.

14 Q. What bank was ---

15 A. I told you I didn't get close enough to read it.

16 Q. Okay. And this was at the funeral home?

17 A. Yes.

18 Q. And this was on Saturday, right?

19 A. Yes. Saturday evening.

20 Q. Okay. That would be on the 21st?

21 A. Yes.

22 Q. Thank you.

23 THE COURT: Any redirect?

24 MR. JENNINGS: No further questions, Your

25 Honor.

## McLean vs. Connor

1 Q. And when you were asked that question  
2 specifically any source any reason anybody ever talked to  
3 you, do you have any information and you said, no.

4 A. Well, she had a cashier's check.

5 Q. But you didn't tell us when we asked you that  
6 question before?

7 A. I didn't understand what you were saying,  
8 apparently, any source. I understand what you're saying  
9 now so obviously at that time I did not.

10 Q. But you understand it now?

11 A. Yes, I understand the question you ask me.

12 Q. And according to your pleadings you say in  
13 Paragraph 4 of your complaint the descendant, that's your  
14 father, wrongfully converted \$100,000 of funds belonging  
15 to Benjamin Furman Watkins that was in a real estate  
16 scheme?

17 A. Yes.

18 Q. Now, you understand conversion? Do you know what  
19 that means?

20 A. From one to another.

21 Q. Does that mean a change of ownership?

22 A. That's what I would expect from Furman to my  
23 father.

24 Q. It was just a change of possession, not a change  
25 of real ownership, was it? In other words, your father

McLean vs. Connor

1 ---

2 MR. JENNINGS: Objection, Your Honor, he's  
3 asking for a legal conclusion.

4 THE COURT: He can ask what her state of mind  
5 is about it.

6 BY MR. WALDREP:

7 Q. What were you thinking?

8 A. I was thinking that my father wrongfully took  
9 from Furman Watkins and his girls the proceeds from the  
10 sale of the home that he lived in.

11 Q. It wasn't your dad's money, was it, if he  
12 wrongfully took it?

13 A. I can't determine that. I don't think it was  
14 his.

15 Q. And your brother, Armis on virtually the same day  
16 came up with this idea about \$10,000 of cash she had in  
17 her possession? This is your brother's affidavit.

18 A. Well, you're going to have to ask my brother  
19 about his affidavit.

20 Q. Okay. This is your case.

21 A. You have to ask my brother about his affidavit. I  
22 didn't sign it.

23 Q. When did your brother come up with that  
24 information?

25 MR. JENNINGS: Objection.

McLean vs. Connor

1 THE COURT: I'll sustain that. That's his  
2 state of mind. She doesn't know that.

3 MR. WALDREP: That's all I have. Thank you.

4 THE COURT: Any cross.

5 CROSS-EXAMINATION

6 BY MR. JENNINGS:

7 Q. Ms. McLean when he asked you at your deposition  
8 about whether he had any our source of information to  
9 confirm what Aurelia Connor took, did you think he was  
10 talking about people other than Aurelia?

11 A. Yeah.

12 Q. Did she admit to you that she had taken her  
13 father's, her father's money?

14 A. She said that daddy had taken care of all that.  
15 She had the money.

16 Q. She didn't specifically say that it came from a  
17 safety deposit box, did she?

18 A. She said that daddy had taken care of all of  
19 that.

20 MR. JENNINGS: No further questions.

21 THE COURT: You may step down.

22 MR. WALDREP: Your Honor, we all Mr. William  
23 Bennett.

24 THE CLERK: Place your left hand on the Bible  
25 and raise your right.

McLean vs. Connor

1           A.    Yes, there was.  Ms. McLean came in and she  
2 insisted that the obituary of W.E. Connor not reflect  
3 anything good that he may have done.  All she wanted to do  
4 was just put his name in the paper that he died and list  
5 all his relative.  And Sunshine wanted to show that he had  
6 been in the military and he hurt his back.  He was out of  
7 the military and I don't know how long he had been in  
8 there but he was quite an individual.  After he got out he  
9 got involved in a situation in Buncombe County with  
10 bootleggers and gamblers and he wanted to clean them up.  
11 He took an airplane and flew through the city of Asheville  
12 and dropped leaflets demanded that (inaudible) and they be  
13 replaced.  He dropped several thousand leaflets.  They  
14 made him persona engrada in the State of North Carolina  
15 because he actually tried to clean the place up.  The  
16 judge told him it would be wise for him to go on back down  
17 to South Carolina and stay down there and the judge put  
18 the clamp on three months later.

19           Q.    Mr. Bennett, at that funeral home did you see  
20 your wife waiving around a \$10,000 from BB&T?

21           A.    No.  The funny thing about that is they think  
22 this money many have come from BB&T, if we were there on  
23 Saturday and we have money and we don't go to BB&T until  
24 Monday, I'd like to know how we were supposed to come up  
25 with that money.

McLean vs. Connor

1                   Now, this case is, according to their own  
2 complaint is about \$100,000 that her father had bamboozled  
3 somebody out of. We've got records here showing how that  
4 money got drawn down. In 2001 when he got that money, he  
5 93 years old, he's not in all that good health, he had no  
6 good job, and he was living, obviously, out of that money  
7 to support himself. He had a business that was going on  
8 but I didn't see any kind of rewards or assets coming out  
9 of it.

10                   Her answer to my question, "Anybody or any  
11 source," and her answer is no. Page 43 the question was  
12 asked any brags or boasts to anybody about this and  
13 Ms. McLean said I don't to the same people so I don't know  
14 that. But the last question I asked her was, "Is there  
15 any proof we had no talked about that you would intend to  
16 offer at trial?" Her answer, "I can't determine that.  
17 The only thing is where did the money go?" That was her  
18 answer. However, as time goes on we get this sudden  
19 change, sudden affidavit and you'll have a copy of it that  
20 says uh-ha and I recall later that we were at the funeral  
21 home and she came in with \$10,000 cash and she came in  
22 with a cashier's check from BB&T.

23                   You heard them admit on the stand that was  
24 Saturday the next day. She never went into the box until  
25 that following Monday the 23rd. How could she have gotten

McClean vs. Connor

1 a cashier's check from BB&T where she doesn't do business?  
2 How could she have gotten a \$10,000 out of this safety  
3 deposit box on Saturday? I just ask you to consider this  
4 because she didn't go in until Monday.

5           The burden falls to the plaintiff in this  
6 case. They have got to produce evidence. Certainly if  
7 she had a BB&T bank statement or cashier's check, that  
8 would have been produced in this courtroom. Where is it?  
9 It's not here. They've got the power of subpoena. They  
10 could get that. We subpoenaed all these records and I  
11 kind of owe you a little bit of an apology for giving you  
12 so much to look at but the judge told you earlier that  
13 this case was going to be somewhat of a blessing. I don't  
14 mean to argue with a judge but I just want to tell you  
15 that you've got some job to do.

16           We've got Exhibit No. 8 showing we probably  
17 wouldn't be here if this deed had been recorded and it  
18 shows Ms. Connor's intent. Probably wouldn't be here if  
19 we could have found a will. Why wouldn't Aurelia Connor  
20 go to a bank that day? She was looking for the will that  
21 she knew that her father had. Somehow or the other that  
22 will disappeared. Now, I'm not making insinuations about  
23 who necessarily have that will but isn't it logical or  
24 doesn't it make sense. We say that the probability is  
25 that in the will that Mr. Connor had everything went to

STATE BIRTH NUMBER

State of South Carolina  
Department of Health and Environmental Control  
CERTIFICATE OF DEATH

06-031836 STATE FILE NUMBER

1. DECEDENT'S LEGAL NAME (include AKAs, if any) (First, Middle, Last) <b>WILLIAM EUGENE CONNOR</b>					2. SEX <b>MALE</b>	3. SOCIAL SECURITY NUMBER <b>238-14-9471</b>
4a. AGE-Last Birthday (Years) <b>91</b>	4b. UNDER 1 YEAR Months: Days: Hours: Minutes:	4c. UNDER 1 DAY Hours: Minutes:	5. DATE OF BIRTH (MM/DD/YYYY) <b>10/18/1915</b>	6. BIRTHPLACE (City and State or Foreign Country) <b>ASHEVILLE, NC</b>		
7a. RESIDENCE-STATE <b>SOUTH CAROLINA</b>		7b. COUNTY <b>GREENVILLE</b>		7c. CITY OR TOWN <b>PELZER</b>		
8. EVER IN US ARMED FORCES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		9. MARITAL STATUS AT TIME OF DEATH <input checked="" type="checkbox"/> Married <input type="checkbox"/> Married, but separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown		7e. APT. NO.	7f. ZIP CODE <b>29669</b>	7g. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. FATHER'S NAME (First, Middle, Last) <b>ROBERT HILLIARD CONNOR</b>			12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) <b>LYDIA EMBLER</b>			
13a. INFORMANT'S NAME <b>BLANCHE CONNOR</b>		13b. RELATIONSHIP TO DECEDENT <b>WIFE</b>		13c. MAILING ADDRESS (Street and Number, City, State, Zip Code)		
14. PLACE OF DEATH (Check only one: see instructions)						
<input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Dead on Arrival			<input type="checkbox"/> IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Nursing home/Long term care facility <input checked="" type="checkbox"/> Decedent's home <input type="checkbox"/> Other (Specify)			
15. FACILITY NAME (If not Institution, give street and number)			16. CITY OR TOWN, STATE AND ZIP CODE <b>PELZER, SC 29669</b>			
18. METHOD OF DISPOSITION <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Other (Specify)			19. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) <b>WASHINGTON BAPTIST CHURCH CEMETERY</b>		17. COUNTY OF DEATH <b>GREENVILLE</b>	
20. LOCATION-CITY, TOWN, AND STATE <b>PELZER, SOUTH CAROLINA</b>			21. NAME AND ADDRESS OF FUNERAL FACILITY <b>GRAY MORTUARY, INC. 52 MAIN STREET PELZER, SC 29669</b>			
22. SIGNATURE OF FUNERAL SERVICE LICENSEE OR OTHER AGENT <i>[Signature]</i>			23. LICENSE NUMBER (Of Licensee) <b>1607</b>		23c. LICENSE NUMBER (Of Facility) <b>387</b>	
23a. EMBALMER (Signature) <i>[Signature]</i>			23b. EMBALMER LICENSE NUMBER <b>1346</b>		25. TIME PRONOUNCED DEAD <b>11:30</b>	
26. SIGNATURE OF PERSON PRONOUNCING DEATH (Only when applicable)			27. LICENSE NUMBER <b>0909</b>		28. DATE SIGNED (MM/DD/YYYY) <b>11/3/06</b>	
29. ACTUAL OR PRESUMED DATE OF DEATH (Spell Month) <b>OCTOBER 20, 2006</b>			30. ACTUAL OR PRESUMED TIME OF DEATH <b>4:06 PM</b>		31. WAS CORONER OR MEDICAL EXAMINER CONTACTED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
32. PART I. Enter the chain of events, diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary. IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. <b>Congestive heart failure</b> Due to (or as a consequence of): b. _____ Due to (or as a consequence of): c. _____ Due to (or as a consequence of): d. _____ Approximate interval: Onset to death: _____						
PART II. Enter other significant conditions contributing to death, but not resulting in the underlying cause given in PART I.						
35. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input type="checkbox"/> No <input type="checkbox"/> Unknown		36. IF FEMALE: <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the past year		37. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined		
38. DATE OF INJURY (Spell Month)		39. TIME OF INJURY		40. PLACE OF INJURY (e.g., Decedent's home, construction site, restaurant, wooded area)		41. INJURY AT WORK? <input type="checkbox"/> Yes <input type="checkbox"/> No
42. LOCATION OF INJURY: State: _____ City or Town: _____			43. DESCRIBE HOW INJURY OCCURRED:		44. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other (Specify)	
45. CERTIFIER (Check only one) <input type="checkbox"/> Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Pronouncing and Certifying physician-To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner stated. <input type="checkbox"/> Coroner/Medical Examiner-On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated. Signature of certifier: <i>[Signature]</i>						
46. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 32) <b>Dr. SD Cross Park CH Greenville SC</b>				46a. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER		
47. TITLE OF CERTIFIER <b>D.O.</b>		48. LICENSE NUMBER <b>0907</b>		49. DATE CERTIFIED (MM/DD/YYYY) <b>11/3/06</b>		50. FOR REGISTRAR ONLY-DATE FILED (MM/DD/YYYY) <b>11-14-2006</b>

NAME OF DECEDENT  
For use by physician or institution

Items 1-23c To Be Completed/Verified By: FUNERAL DIRECTOR

Items 24-49 To Be Completed By: MEDICAL CERTIFIER

## SAFE DEPOSIT BOX ENTRY CARD

523-8 ✓

BOX NO.

Renter W E CONNORSignature W.E. ConnorRenter BLANCHE CONNORSignature Blanche Connor

NOTE:

(SEE SIGNATURE CARD FOR ADDITIONAL SIGNERS)

DATE	AUTHORIZED SIGNATURE	TIME	WIT. BY	DATE	AUTHORIZED SIGNATURE	TIME	WIT. BY
1-15-98	W.E. Connor	4:50	AK				
2-9-98	W.E. Connor	4:55	AK				
4-14-98	W.E. Connor	11:15	AK				
5-6-98	W.E. Connor	4:30	AK				
4-23-02	W.E. Connor	1:50	AK				
8-17-03	W.E. Connor	2:20	AK				
12-1-04	W.E. Connor	1:20	WD				
2-26-05	W.E. Connor	4:30	ME				
1-6-06	W.E. Connor	12:15	WD				
2-9-06	W.E. Connor	9:45	AK				
10-23-06	Blanche Connor	12:45	CA				

F800-461 (2/93)

F0008000461 (Rev. 05/15/99)

SAFE DEPOSIT BOX ENTRY CARD

309-2  
BOX NO.

center W. E. Connor  
 signature W. E. Connor  
 center Blanche Connor  
 signature \_\_\_\_\_

NOTE:  
 (SEE SIGNATURE CARD FOR ADDITIONAL SIGNERS)

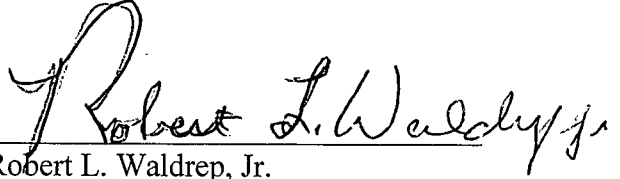
DATE	AUTHORIZED SIGNATURE	TIME	WIT BY	DATE	AUTHORIZED SIGNATURE	TIME	WIT BY
5/5/97	W. E. Connor	12:00	GA	5/24/05	W. E. Connor	11:40	GA
6/2/99	W. E. Connor	1:20	GA	5/25/05	W. E. Connor	2:30	ME
10/1/97	W. E. Connor	2:30	PE	6/9/05	W. E. Connor	1:00	WD
2/1/98	W. E. Connor	11:45	PE	2/1/06	W. E. Connor	3:30	ED
3/3/98	W. E. Connor	3:30	BR	6/24/06	Blanche Connor	3:00	CA
2/9/00	W. E. Connor	12:25	BR				
3/19/01	W. E. Connor	3:30	ED				
4/23/02	W. E. Connor	1:52	GA				
5/17/03	W. E. Connor	2:20	GA				
<del>5/17/03</del>	<del>W. E. Connor</del>	<del>1:15</del>	<del>BR</del>				
3/29/05	W. E. Connor	4:05	BR				
3/29/05	W. E. Connor	1:00	GA				

800-461 (2/93)

008000462 (Rev. 05/99)

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.

February 26, 2014

  
Robert L. Waldrep, Jr.  
116 West Whitner Street  
Anderson, South Carolina 29624  
(864) 224-6341  
Attorney for Appellant

**RECEIVED**  
MAR 31 2014  
**SC Court of Appeals**

IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Edward W. Miller, Circuit Court Judge  
Trial Case Number 2011CP2301149

Appellate Case No. 2013-000416

Patricia C. McLean, as Personal  
Representative of the Estate of  
William Eugene Connor,

Respondent,

v.

Branch Banking and Trust Company and  
Aurelia Connor,

Defendants,

of whom Aurelia Connor  
is the Appellant.

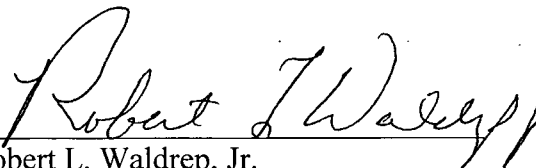
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**PROOF OF SERVICE**

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I certify that I have served the RECORD ON APPEAL on Patricia C. McLean, as Personal Representative of the Estate of William Eugene Connor, by depositing a copy of it in the United States Mail, postage prepaid, on February 26, 2014, addressed to Respondent's attorney of record, Clayton L. Jennings, Esquire, 1151 East Washington Street, Greenville, South Carolina 29601.

February 26, 2014.

  
Robert L. Waldrep, Jr.  
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**Attorney for Appellant**

**RECEIVED**

MAR 03 2014

**SC Court of Appeals**